Dated 30 August 2024

the Republic of Serbia, represented by the government of the Republic of Serbia acting through the Ministry of Finance

as Borrower

and

Deutsche Bank S.p.A. and SOCIÉTÉ GÉNÉRALE

as Mandated Lead Arrangers

SOCIÉTÉ GÉNÉRALE

as Documentation Bank

The Financial Institutions listed in Part D of Schedule 1

as Original Lenders

DEUTSCHE BANK AG, London Branch

as Agent

and

Deutsche Bank S.p.A.

as SACE Agent

Up to EUR 200,000,000 SACE Facility Agreement

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**THIS AGREEMENT** is made on 30 August 2024 ­­­­

1. Parties
   1. **THE REPUBLIC OF SERBIA, REPRESENTED BY THE GOVERNMENT OF THE REPUBLIC OF SERBIA ACTING THROUGH THE MINISTRY OF FINANCE**, the details of which are set out in Part A (*The Borrower*) of Schedule 1 (*The Original Parties*), as borrower (the "**Borrower**")
   2. **DEUTSCHE BANK S.P.A.** and **SOCIÉTÉ GÉNÉRALE**,the corporate details of which are set out in Part B (*The Mandated Arrangers*) of Schedule 1 (*The Original Parties*), as mandated lead arrangers (whether acting individually or together, the "**Mandated Lead** **Arranger**")
   3. **SOCIÉTÉ GÉNÉRALE**, the corporate details of which are set out in Part C (*The Documentation Bank*) of Schedule 1 (*The Original Parties*), as documentation bank (the "**Documentation Bank**")
   4. **THE FINANCIAL INSTITUTIONS**,listed in Part D (*The Original Lenders*) of Schedule 1 (*The Original Parties*), as original lenders (the "**Original Lenders**")
   5. **DEUTSCHE BANK AG, LONDON BRANCH**, the corporate details of which are set out in Part E (*The Agent*) of Schedule 1 (*The Original Parties*), as agent (the "**Agent**")
   6. **DEUTSCHE BANK S.P.A.**, the corporate details of which are set out in Part F (*The SACE Agent*) of Schedule 1 (*The Original Parties*), as SACE agent (the "**SACE** **Agent**")
2. Operative Provisions
3. Definitions and Interpretation

Definitions

In this Agreement:

1. "Affiliate" means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company, provided that where used with reference to the Borrower, the term Affiliate shall also include any agency of the Borrower.
2. "Anti-Boycott Law" means Council Regulation (EC) No 2271/96 of 22 November 1996 or any similar applicable anti-boycott law or regulation issued by the European Union or any of its member states.
3. "Anti-Corruption Laws" means the Bribery Act 2010, the United States Foreign Corrupt Practices Act of 1977, the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions of 17 December 1997 and any relevant implementing laws and regulations, and any similar laws or regulations applicable in relation to the Borrower, the Lender, the Agent, the SACE Agent and/or SACE in any jurisdiction relating to bribery of foreign and domestic public officials, corruption in the private sector or any similar practices.
4. "**Anti-Money Laundering Laws**"means any laws, rules and regulations applicable from time to time to any of the Parties relating to anti-money laundering, terrorist financing or similar practices.
5. "Assignment Agreement" means an agreement substantially in the form set out in Schedule 5 (*Form of Assignment Agreement*) or any other form agreed between the relevant assignor and assignee.
6. "Authorisation" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.
7. "Availability Period" means the period from and including the Ratification Date to and including the date falling 12 Months after the date of this Agreement.
8. "Available Commitment" means a Lender's Commitment minus the amount of its participation in any outstanding Loan.
9. "Available Facility" means the aggregate for the time being of each Lender's Available Commitment.
10. "**Borrower Authorised Signatory**" means any person:
    1. authorised to execute any document to be delivered pursuant to or in connection with this Agreement on the Borrower's behalf; and
    2. in respect of whom the Agent has received evidence satisfactory to it of such authority and a specimen signature.
11. "Break Costs" means the amount (if any) by which:
    1. the interest, excluding the Margin, which a Lender should have received for the period from the date of receipt of all or any part of its participation in the Loan or an Unpaid Sum to the last day of the current Interest Period in respect of the Loan or an Unpaid Sum, had the principal amount or Unpaid Sum received been paid on the last day of that Interest Period;

exceeds:

* 1. the amount which that Lender would be able to obtain by placing an amount equal to the principal amount or Unpaid Sum received by it on deposit with a leading bank for a period starting on the Business Day following receipt or recovery and ending on the last day of the current Interest Period.

1. "Business Day" means a day (other than a Saturday or Sunday) on which banks are open for general business in Belgrade, London, Milan and Paris and which is a TARGET Day.
2. "**Central Bank**" means the National Bank of Serbia (*Narodna banka Srbije*).
3. "**Code**" means the US Internal Revenue Code of 1986.
4. "Commitment" means:
   1. in relation to an Original Lender, the amount set opposite its name under the heading "Commitment" in Part D (*The Original Lenders*) of Schedule 1 (*The Original Parties*) and the amount of any other Commitment transferred to it under this Agreement; and
   2. in relation to any other Lender, the amount of any Commitment transferred to it under this Agreement,

to the extent not cancelled, reduced or transferred by it under this Agreement.

1. "Commitment Fee" has the meaning given to it in Clause 11.1 (*Commitment fee*).
2. "Confidential Information" means all information relating to the Borrower, any of its Affiliates, the Finance Documents or the Facility of which a Finance Party becomes aware in its capacity as, or for the purpose of becoming, a Finance Party or which is received by a Finance Party in relation to, or for the purpose of becoming a Finance Party under, the Finance Documents or the Facility from either:
   1. the Borrower, any of its Affiliates or any of their advisers; or
   2. another Finance Party, if the information was obtained by that Finance Party directly or indirectly from the Borrower, any of its Affiliates or any of their advisers,

in whatever form, and includes information given orally and any document, electronic file or any other way of representing or recording information which contains or is derived or copied from such information but excludes:

* + 1. information that:
       1. is or becomes public information other than as a direct or indirect result of any breach by that Finance Party of Clause 36 (*Confidential Information*); or
       2. is identified in writing at the time of delivery as non-confidential by the Borrower, any of its Affiliates or any of their advisers; or
       3. is known by that Finance Party before the date the information is disclosed to it in accordance with paragraph (a) or (b) above or is lawfully obtained by that Finance Party after that date, from a source which is, as far as that Finance Party is aware, unconnected with the Borrower or any of its Affiliates and which, in either case, as far as that Finance Party is aware, has not been obtained in breach of, and is not otherwise subject to, any obligation of confidentiality; and
    2. any Funding Rate.

1. "Confidentiality Undertaking" means a confidentiality undertaking substantially in a recommended form of the LMA as set out in Schedule 6 (*LMA Form of Confidentiality Undertaking*) or in any other form agreed between the Borrower and the Agent.
2. "Default"means an Event of Default or any event or circumstance specified in Clause 21 (*Events of Default*) which would (with the expiry of a grace period, the giving of notice, the making of any determination under the Finance Documents or any combination of any of the foregoing) be an Event of Default.
3. "Disruption Event" means either or both of:
   1. a material disruption to those payment or communications systems or to those financial markets which are, in each case, required to operate in order for payments to be made in connection with the Facility (or otherwise in order for the transactions contemplated by the Finance Documents to be carried out) which disruption is not caused by, and is beyond the control of, any of the Parties; or
   2. the occurrence of any other event which results in a disruption (of a technical or systems-related nature) to the treasury or payments operations of a Party preventing that, or any other Party:
      1. from performing its payment obligations under the Finance Documents; or
      2. from communicating with other Parties in accordance with the terms of the Finance Documents,

and which (in either such case) is not caused by, and is beyond the control of, the Party whose operations are disrupted.

1. "ECA Mandatory Prepayment Event" means each of the following events or circumstances:
   1. it is or becomes unlawful for any Italian Guarantee Provider to perform any of its obligations under the SACE Guarantee;
   2. any obligation or obligations of any Italian Guarantee Provider under the SACE Guarantee are not or cease to be legal, valid, binding or enforceable or the SACE Guarantee is not or ceases to be in full force and effect; or
   3. any Italian Guarantee Provider avoids, rescinds, repudiates, suspends, cancels or terminates the SACE Guarantee,

and, in each case, to the extent that the occurrence of such event or circumstance results in any principal or interest outstanding under the Finance Documents no longer being covered under the SACE Guarantee.

1. "**Eligible Institution**" means any Lender or other bank, financial institution, trust, fund or other entity selected by the Borrower.
2. "**Environment**" means humans, animals, plants and all other living organisms, including the ecological systems of which they form part and the following media:
   1. air (including, without limitation, air within natural or man-made structures, whether above or below ground);
   2. water (including, without limitation, territorial, coastal and inland waters, water under or within land and water in drains and sewers); and
   3. land (including, without limitation, land under water).
3. "**Environmental Claim**" means any claim, proceeding, formal notice or investigation by any person in respect of any Environmental Law.
4. "**Environmental Law**" means any applicable law or regulation which relates to:
   1. the pollution or protection of the Environment;
   2. the conditions of the workplace; or
   3. the generation, handling, storage, use, release or spillage of any substance which, alone or in combination with any other, is capable of causing harm to the Environment, including, without limitation, any waste.
5. "**Environmental Permits**" means any permit and other Authorisation and the filing of any notification, report or assessment required under any Environmental Law for the operation of the business of the Borrower or any of its agencies conducted on or from the properties owned or used by the Borrower or any of its agencies.
6. "**EURIBOR**" means, in relation to the Loan:
   1. the applicable Screen Rate as of the Specified Time for euro and for a period equal in length to the Interest Period of the Loan; or
   2. as otherwise determined pursuant to Clause 10.1 (*Unavailability of Screen Rate*),
7. and if, in either case, that rate is less than zero, EURIBOR shall be deemed to be zero.
8. "Event of Default" means any event or circumstance specified as such in Clause 21 (*Events of Default*).
9. "Excluded Assets" has the meaning given to it in Clause 18.24 (*No immunity*).
10. "**Excluded Projects and Activities**" means:
    1. activities or projects aimed at producing energy from coal or any other expenditure related to coal;
    2. activities or projects aimed at extracting, producing and transporting thermal coal, including the construction of any dock, harbour and/or terminal and/or the use of any vessel specifically used to transport thermal coal;
    3. activities or projects aimed at producing liquid hydrocarbon with routine flaring of the gas produced during the exploitation;
    4. activities or projects providing for research, exploitation and/or production of liquid and gas hydrocarbon through hydraulic fracturing (i.e, fracking);
    5. activities or projects located on IUCN I and II listed sites, RAMSAR wetlands and/or UNESCO World Heritage sites;
    6. projects or activities related to:
       1. extraction, production, use, distribution, business or trade of oil and gas;
       2. military and defence;
       3. tobacco;
       4. nuclear energy;
       5. mining;
       6. palm oil; and
       7. any other sector or activity designated by the Agent.
11. "External Indebtedness" means all indebtedness which:
    1. is denominated or payable in or calculated by reference to (or, at the option of the payee, creditor or holder thereof, may be payable in or calculated by reference to) a Foreign Currency; and
    2. is owed to a person resident or having its head office or principal place of business outside the Republic of Serbia.
12. "Facility" means the term loan facility made available under this Agreement as described in Clause 2 (*The Facility*).
13. "Facility Office" means:
    1. in respect of a Lender, the office or offices notified by that Lender to the Agent in writing on or before the date it becomes a Lender (or, following that date, by not less than five Business Days' written notice) as the office or offices through which it will perform its obligations under this Agreement; or
    2. in respect of any other Finance Party, the office in the jurisdiction in which it is resident for tax purposes.
14. "FATCA" means:
    1. sections 1471 to 1474 of the Code or any associated regulations;
    2. any treaty, law or regulation of any other jurisdiction, or relating to an intergovernmental agreement between the US and any other jurisdiction, which (in either case) facilitates the implementation of any law or regulation referred to in paragraph (a) above; or
    3. any agreement pursuant to the implementation of any treaty, law or regulation referred to in paragraph (a) or (b) above with the US Internal Revenue Service, the US government or any governmental or taxation authority in any other jurisdiction.
15. "FATCA Application Date" means:
    1. in relation to a "withholdable payment" described in section 1473(1)(A)(i) of the Code (which relates to payments of interest and certain other payments from sources within the US), 1 July 2014; or
    2. in relation to a "passthru payment" described in section 1471(d)(7) of the Code not falling within paragraph (a) above, the first date from which such payment may become subject to a deduction or withholding required by FATCA.
16. "FATCA Deduction" means a deduction or withholding from a payment under a Finance Document required by FATCA.
17. "FATCA Exempt Party" means a Party that is entitled to receive payments free from any FATCA Deduction.
18. "Fee Letter" means any letter or letters dated on or about the date of this Agreement between the Mandated Lead Arrangers and the Borrower or the Agent and the Borrower or the Documentation Bank and the Borrower, setting out any of the fees referred to in Clause 11 (*Fees*).
19. "Final Repayment Date" means the Repayment Date falling 120 Months after the date of this Agreement.
20. "Finance Document" means this Agreement, any Fee Letter, the Side Letter, the Utilisation Request and any other document designated as such by the Agent and the Borrower.
21. "Finance Party" means the Agent, a Mandated Lead Arranger, the Documentation Bank, the SACE Agent or a Lender.
22. "Financial Indebtedness"means any indebtedness for or in respect of:
    1. moneys borrowed;
    2. any amount raised by acceptance under any acceptance credit facility or dematerialised equivalent;
    3. any amount raised pursuant to any note purchase facility or the issue of bonds, notes, commercial papers, debentures, loan stock or any similar instrument;
    4. the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with GAAP, be treated as a balance sheet liability;
    5. receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);
    6. any amount raised under any other transaction (including any forward sale or purchase agreement) of a type not referred to in any other paragraph of this definition having the commercial effect of a borrowing;
    7. any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value (or, if any actual amount is due as a result of the termination or close-out of that derivative transaction, that amount) shall be taken into account);
    8. any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; and
    9. the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (h) above.
23. "First Repayment Date"means the date falling 18 Months after the date of this Agreement.
24. "Foreign Currency" means any currency other than the lawful currency of the Republic of Serbia.
25. "**Funding Rate**" means any individual rate notified by a Lender to the Agent pursuant to paragraph (a)(ii) of Clause 10.3 (*Cost of funds*).
26. "GAAP" means generally accepted accounting principles in the Republic of Serbia, including IFRS.
27. "Holding Company" means, in relation to a person, any other person in respect of which it is a Subsidiary.
28. "IBRD" means the International Bank for Reconstruction and Development.
29. "IFRS" means international accounting standards within the meaning of the IAS Regulation 1606/2002 to the extent applicable.
30. "Illicit Origin" means any origin which is illicit or fraudulent, including, without limitation, drug trafficking, corruption, organised criminal activities, terrorism, money laundering or fraud.
31. "IMF" means the International Monetary Fund.
32. "Interest Payment Date"means each date falling at intervals of six Months after the date of the first Utilisation.
33. "Interest Period" means, in relation to the Loan, each period determined in accordance with Clause 9 (*Interest Periods*) and, in relation to an Unpaid Sum, each period determined in accordance with Clause 8.3 (*Default Interest*).
34. "**International Monetary Assets**" means all:
    1. official holdings of gold;
    2. Special Drawing Rights;
    3. Reserve Positions in the Fund; and
    4. Foreign Exchange.
35. For the purpose of this definition the terms "**Special Drawing Rights**", "**Reserve Positions in the Fund**" and "**Foreign Exchange**" have, as to the types of assets included, the meanings given to them in the IMF’s publication entitled “International Financial Statistics” or such other meanings as shall be formally adopted by the IMF from time to time. In respect of the Borrower, and in addition to, and without prejudice to the generality of, the definition set out above, "**International Monetary Assets**" includes banknotes and coins of convertible currency held by the Republic of Serbia through the Central Bank in accounts in foreign banks and in the IMF, and promissory notes, certificates of deposit, bonds, and other securities payable in a convertible currency which are held by the Republic of Serbia through the Central Bank.
36. "**Interpolated Screen Rate**" means, in relation to the Loan, the rate (rounded to the same number of decimal places as the two relevant Screen Rates) which results from interpolating on a linear basis between:
    1. the applicable Screen Rate for the longest period (for which that Screen Rate is available) which is less than the Interest Period of the Loan; and
    2. the applicable Screen Rate for the shortest period (for which that Screen Rate is available) which exceeds the Interest Period of the Loan,
37. each as of the Specified Time for the currency of the Loan.
38. "Italian Guarantee Provider" means:
    1. SACE; and
    2. the Italian State,

in their respective capacity as co-guarantors, without joint and several liability, under Italian law and the SACE Guarantee, with SACE acting in its own name and for the account of the Italian State.

1. "Italian State" means the Republic of Italy also acting through the Italian Ministry of Economy and Finance.
2. "Italy" means the Republic of Italy.
3. "Lender" means:
   1. any Original Lender; and
   2. any bank, financial institution, trust, fund or other entity which has become a Party as a "Lender" in accordance with Clause 22 (*Changes to the Lenders*),

which, in each case, has not ceased to be a Party as such in accordance with the terms of this Agreement.

1. "LMA" means the Loan Market Association.
2. "Loan" means a loan made or to be made under the Facility or the principal amount outstanding for the time being of that loan.
3. "Majority Lenders" means a Lender or Lenders whose Commitments aggregate more than 66.66% of the Total Commitments (or, if the Total Commitments have been reduced to zero, aggregated more than 66.66% of the Total Commitments immediately prior to the reduction).
4. "Margin" means one point sixty-five per cent (1.65%) per annum.
5. "**Material Adverse Effect**" means in the reasonable opinion of the Majority Lenders a material adverse effect on:
   1. the economic condition of the Borrower;
   2. the ability of the Borrower to perform its obligations under the Finance Documents;
   3. the legality, validity or enforceability of the Finance Documents or the rights or remedies of any Finance Party under any of the Finance Documents;
   4. the financial, economic, or political conditions in the Republic of Serbia (including sovereign intervention risk, any sovereign risk downgrading of the Republic of Serbia and/or deterioration in the financial sector in the Republic of Serbia, extension of exchange controls or a debt moratorium or a change in law or regulation; or
   5. the international or any relevant domestic (including the Republic of Serbia) loan, debt, bank, equity or capital markets, or the ability of the Borrower to access such markets on normal terms.
6. "**Minimum Safeguards**" means the OECD Guidelines for Multinational Enterprises, the UNCTAD Principles on Promoting Responsible Sovereign Lending and Borrowing as released on 10 January 2012 and the UN Guiding Principles on Business and Human Rights, including the principles and rights set out in the eight fundamental conventions identified in the Declaration of the International Labour Organisation on Fundamental Principles and Rights at Work and the International Bill of Human Rights.
7. "Month" means a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month, except that:
   1. (subject to paragraph (c) below) if the numerically corresponding day is not a Business Day, that period shall end on the next Business Day in that calendar month in which that period is to end if there is one, or if there is not, on the immediately preceding Business Day;
   2. if there is no numerically corresponding day in the calendar month in which that period is to end, that period shall end on the last Business Day in that calendar month; and
   3. if an Interest Period begins on the last Business Day of a calendar month, that Interest Period shall end on the last Business Day in the calendar month in which that Interest Period is to end.

The above rules will only apply to the last Month of any period or interval.

1. "New Lender" has the meaning given to that term in Clause 22 (*Changes to the Lenders*).
2. "OFAC" means the Office of Foreign Assets Control of the U.S. Department of the Treasury.
3. "**Participating Member State**" means any member state of the European Union that has the euro as its lawful currency in accordance with legislation of the European Union relating to Economic and Monetary Union.
4. "Party" means a party to this Agreement.
5. "Prohibited Payment" means:
   1. any offer, gift, payment, promise to pay, commission, fee, loan or other consideration which would constitute bribery or an improper gift or payment under, or a breach of, any law of the Relevant Jurisdiction; or
   2. any offer, gift, payment, promise to pay, commission, fee, loan or other consideration which would or might constitute bribery within the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions of 17 December 1997.
6. "**Push Letter**" means the letter dated 24 May 2024 between SACE and the Borrower, setting out certain undertakings of the Borrower in connection with future procurement of Italian goods and services and cooperation with SACE.
7. "**Quotation Day**" means, in relation to any period for which an interest rate is to be determined, two TARGET Days before the first day of that period unless market practice differs in the Relevant Market, in which case the Quotation Day will be determined by the Agent in accordance with market practice in the Relevant Market (and if quotations would normally be given on more than one day, the Quotation Day will be the last of those days).
8. "**Ratification Date**" means the day the law on ratification of this Agreement by the National Assembly of the Republic of Serbia becomes effective.
9. "**Related Fund**"in relation to a fund (the "**first fund**"), means a fund which is managed or advised by the same investment manager or investment adviser as the first fund or, if it is managed by a different investment manager or investment adviser, a fund whose investment manager or investment adviser is an Affiliate of the investment manager or investment adviser of the first fund.
10. "Relevant Jurisdiction" means, in relation to the Borrower, the Republic of Serbia.
11. "Relevant Market" means the European interbank market.
12. "**Relevant Nominating Body**" means any applicable central bank, regulator or other supervisory authority or a group of them, or any working group or committee sponsored or chaired by, or constituted at the request of, any of them or the Financial Stability Board.
13. "Repayment Date"means:
    1. the First Repayment Date; and
    2. each date falling at intervals of six Months after the First Repayment Date, up to (and including) the Final Repayment Date.
14. "Repeating Representations" means each of the representations set out in Clause 18 (*Representations*) and in the Side Letter.
15. "**Replacement Benchmark**" means a benchmark rate which is:
    1. formally designated, nominated or recommended as the replacement for the Screen Rate by:
       1. the administrator of the Screen Rate (provided that the market or economic reality that such benchmark rate measures is the same as that measured by the Screen Rate); or
       2. any Relevant Nominating Body,

and if replacements have, at the relevant time, been formally designated, nominated or recommended under both paragraphs, the "Replacement Benchmark" will be the replacement under paragraph (ii) above;

* 1. in the opinion of the Majority Lenders and the Borrower, generally accepted in the international or any relevant domestic syndicated loan markets as the appropriate successor to the Screen Rate; or
  2. in the opinion of the Majority Lenders and the Borrower, an appropriate successor to the Screen Rate.

1. "Representative" means any delegate, agent, manager, administrator, nominee, attorney, trustee or custodian.
2. "Restricted Finance Party" has the meaning given to that term in Clause 1.8 (*Non-applicable provisions between the Borrower and any Finance Party subject to Anti-Boycott Laws*).
3. "SACE"means SACE S.p.A., having legal personality under private law, with its headquarters in Rome, Piazza Poli 37/42, Rome Register of Businesses 923591, Share Capital EUR 3,730,323,610.00 fully paid-up.
4. "SACE Guarantee"means the first demand guarantee to be entered into between the Italian Guarantee Providers and the Agent (in the name and on behalf of the Lenders), whereby the Italian Guarantee Providers agree to guarantee, on the terms and conditions thereof, 80% of principal and interest (other than default interest) in accordance with the terms thereof.
5. "SACE Guarantee Fee"means the upfront fee payable to SACE with respect to the SACE Guarantee, being EUR 6,400,000 (for itself and for the account of the Italian State in accordance with the provisions of the SACE Guarantee) as guarantee fee pursuant to the SACE Guarantee, payable by the Borrower pursuant to the terms of Clause 12.1 (*Payment of the SACE Guarantee Fee*).
6. "SACE Transfer" means an assignment of rights, or a transfer of its participation, under a Finance Document, by a Lender to SACE and/or the Italian State (or to any person specified by SACE and/or the Italian State) pursuant to Clause 22 (*Changes to the Lenders*) or by SACE and/or the Italian State.
7. "Sanction Provisions" has the meaning given to that term in Clause 1.8 (*Non-applicable provisions between the Borrower and any Finance Party subject to Anti-Boycott Laws*).
8. "**Sanctioned Country**" means a country or territory whose government is the target of Sanctions or that is subject to comprehensive Sanctions.
9. "**Sanctioned Person**" means any person, whether or not having a legal personality:
   1. listed on any list of designated persons in application of Sanctions;
   2. located or resident in, or organised under the laws of, any Sanctioned Country;
   3. directly or indirectly owned or controlled, as defined by the relevant Sanctions, by, or acting on behalf of, a person referred to in (a) or (b) above; or
   4. which otherwise is or will become with the expiry of any period of time, subject to Sanctions.
10. "Sanctions" means any economic or financial sanctions, laws, regulations, trade embargoes or similar measures enacted, administered or enforced from time to time by any of the following (or by any agency of any of the following):
    1. the United Nations;
    2. the European Union;
    3. the United States of America;
    4. the government of the United Kingdom;
    5. the government of the Republic of Italy; and
    6. the government of the French Republic.
11. "**Screen Rate**" means the euro interbank offered rate administered by the European Money Markets Institute (or any other person which takes over the administration of that rate) for the relevant period displayed (before any correction, recalculation or republication by the administrator) on page EURIBOR01 of the Thomson Reuters screen (or any replacement Thomson Reuters page which displays that rate) or on the appropriate page of such other information service which publishes that rate from time to time in place of Thomson Reuters. If such page or service ceases to be available, the Agent may specify another page or service displaying the relevant rate after consultation with the Borrower.
12. "**Screen Rate Replacement Event**" means:
    1. the methodology, formula or other means of determining the Screen Rate has, in the opinion of the Majority Lenders and the Borrower, materially changed;
       * 1. the administrator of the Screen Rate or its supervisor publicly announces that such administrator is insolvent; or
         2. information is published in any order, decree, notice, petition or filing, however described, of or filed with a court, tribunal, exchange, regulatory authority or similar administrative, regulatory or judicial body which reasonably confirms that the administrator of the Screen Rate is insolvent,

provided that, in each case, at that time, there is no successor administrator to continue to provide the Screen Rate;

* + 1. the administrator of the Screen Rate publicly announces that it has ceased or will cease to provide the Screen Rate permanently or indefinitely and, at that time, there is no successor administrator to continue to provide the Screen Rate;
    2. the supervisor of the administrator of the Screen Rate publicly announces that the Screen Rate has been or will be permanently or indefinitely discontinued; or
    3. the administrator of the Screen Rate or its supervisor announces that the Screen Rate may no longer be used; or
  1. the administrator of the Screen Rate determines that the Screen Rate should be calculated in accordance with its reduced submissions or other contingency or fallback policies or arrangements and either:
     1. the circumstance(s) or event(s) leading to such determination are not (in the opinion of the Majority Lenders and the Borrower) temporary; or
     2. that Screen Rate is calculated in accordance with any such policy or arrangement for a period no less than one (1) Month; or
  2. in the opinion of the Majority Lenders and the Borrower, the Screen Rate is otherwise no longer appropriate for the purposes of calculating interest under this Agreement.

1. "Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.
2. "**Side Letter**” means the letter dated on or about the date of this Agreement between the Finance Parties and the Borrower.
3. "Specified Time" means a day or time determined in accordance with Schedule 7 (*Timetables*).
4. "Subsidiary" means any person (referred to as the "**first person**") in respect of which another person (referred to as the "**second person**"):
   1. has the power (whether by way of ownership of shares, proxy, contract, agency or otherwise) to:
      1. cast, or control the casting of, more than 50 per cent. of the maximum number of votes that might be cast at a general meeting of the first person;
      2. appoint or remove all, or the majority, of the directors or other equivalent officers of the first person; or
      3. give directions with respect to the operating and financial policies of the first person with which the directors or other equivalent officers of the first person are obliged to comply; or
   2. holds beneficially more than 50 per cent. of the issued share capital of the first person (excluding any part of that issued share capital that carries no right to participate beyond a specified amount in a distribution of either profits or capital).
5. "**T2**" means the real time gross settlement system operated by the Eurosystem, or any successor system.
6. "**TARGET Day**" means any day on which T2 is open for the settlement of payments in euro.
7. "Tax" means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).
8. "Total Commitments" means the aggregate of the Commitments, being EUR 200,000,000 at the date of this Agreement.
9. "Transfer Certificate" means a certificate substantially in the form set out in Schedule 4 (*Form of Transfer Certificate*) or any other form agreed between the Agent and the Borrower.
10. "Transfer Date" means, in relation to an assignment or a transfer, the later of:
    1. the proposed Transfer Date specified in the relevant Assignment Agreement or Transfer Certificate; and
    2. the date on which the Agent executes the relevant Assignment Agreement or Transfer Certificate.
11. "Unpaid Sum" means any sum due and payable but unpaid by the Borrower under the Finance Documents.
12. "US" means the United States of America.
13. "Utilisation" means the utilisation of the Facility.
14. "Utilisation Date" means the date of the Utilisation, being the date on which the Loan is to be made.
15. "Utilisation Request" means a notice substantially in the form set out in Schedule 3 (*Form of* *Utilisation* *Request*).
16. "VAT" means:
    1. value added tax as provided for in the Value Added Tax Act (*Zakon o porezu na dodatu vrednost*), Official Gazette of the Republic of Serbia, nos. 84/2004, 86/2004, 61/2005, 61/2007, 93/2012, 108/2013, 6/2014, 68/2014, 142/2014, 5/2015. 83/2015, 5/2016, 108/2016, 7/2017, 113/2017, 13/2018, 30/2018,4/2019, 72/19, 8/2020, 153/2020 and 138/2022;
    2. any value added tax imposed by the Value Added Tax Act 1994;
    3. any tax imposed in compliance with the Council Directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112); and
    4. any other tax of a similar nature, whether imposed in a member state of the European Union in substitution for, or levied in addition to, such tax referred to in paragraph (b) or (c) above, or imposed elsewhere.
17. "World Bank"means the World Bank Group and includes the IBRD, The International Development Association (IDA), The International Finance Corporation (IFC) and The Multilateral Investment Guarantee Agency (MIGA).

Construction

* + 1. Unless a contrary indication appears, any reference in this Agreement to:
       1. the "Agent", the "**Borrower**", the "Documentation Bank", any "Finance Party", any "Lender", a "**Mandated Lead** Arranger", the "**SACE** Agent", any "Italian Guarantee Provider", "SACE", the "Italian State" or any "Party" shall be construed so as to include its successors in title, permitted assigns and permitted transferees to, or of, its rights and/or obligations under the Finance Documents;
       2. an **"**agency**"** shall be construed so as to include any governmental, intergovernmental or supranational agency, authority, body, central bank, commission, department, ministry, organisation, statutory corporation or tribunal (including any political sub-division, national, regional or municipal government, any administrative, fiscal, judicial, regulatory or self-regulatory body or person);
       3. a document in "agreed form" is a document which is previously agreed in writing by or on behalf of the Borrower and the Agent or, if not so agreed, is in the form specified by the Agent;
       4. "assets" includes present and future properties, revenues and rights of every description;
       5. the "SACE Guarantee", a "Finance Document" or any other agreement or instrument is a reference to the SACE Guarantee, that Finance Document or other agreement or instrument as amended, novated, supplemented, extended or restated;
       6. a "group of Lenders" includes all the Lenders;
       7. "guarantee" means any guarantee, letter of credit, bond, indemnity or similar assurance against loss, or any obligation, direct or indirect, actual or contingent, to purchase or assume any indebtedness of any person or to make an investment in or loan to any person or to purchase assets of any person where, in each case, such obligation is assumed in order to maintain or assist the ability of such person to meet its indebtedness;
       8. "indebtedness" includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;
       9. a "person" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium, partnership or other entity (whether or not having separate legal personality);
       10. a "regulation" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any agency;
       11. a provision of law is a reference to that provision as amended or re-enacted from time to time; and
       12. a time of day is a reference to London time.
    2. The determination of the extent to which a rate is "for a period equal in length" to an Interest Period shall disregard any inconsistency arising from the last day of that Interest Period being determined pursuant to the terms of this Agreement.
    3. Section, Clause and Schedule headings are for ease of reference only.
    4. Unless a contrary indication appears, a term used in any other Finance Document or in any notice given under or in connection with any Finance Document has the same meaning in that Finance Document or notice as in this Agreement.
    5. A Default (other than an Event of Default) is "continuing" if it has not been remedied or waived and an Event of Default is "**continuing**" if it has not been waived.

Currency Symbols and Definitions

* + 1. "**€**", "**EUR**" and "**euro**" denote the single currency of the Participating Member States**.**
    2. "$", "US$", "USD" and "dollar" denote the lawful currency of the United States of America.

Third Party Rights

* + 1. Except for each Italian Guarantee Provider and its successors and assignees or as otherwise provided in a Finance Document, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 (the "Third Parties Act") to enforce or to enjoy the benefit of any term of this Agreement.
    2. Notwithstanding any provision of any Finance Document, the consent of any person (other than an Italian Guarantee Provider or its successors and assignees) who is not a Party to a Finance Document is not required to rescind, vary or terminate any Finance Document at any time.
    3. Subject to the provisions of the Third Parties Act, each Italian Guarantee Provider may rely on, has the right to enforce and to enjoy the benefit of:
       1. Clause 8.3 (*Default Interest*);
       2. Clause 12 (*SACE Guarantee Fee*);
       3. Clause 13.2 (*Tax Gross-Up*);
       4. Clause 13.3 (*Tax Indemnity*);
       5. Clause 13.5 (*Stamp Taxes*);
       6. Clause 13.6 (*VAT*);
       7. Clause 15.1 (*Currency Indemnity*);
       8. Clause 15.2 (*Other Indemnities*);
       9. Clause 15.4 (*Indemnity to SACE*);
       10. Clause 17.1 (*Transaction Expenses*);
       11. Clause 17.2 (*Amendment Costs*);
       12. Clause 17.3 (*Enforcement Costs*);
       13. Clause 17.4 (*SACE costs*);
       14. Clause 18.1 (*No Misleading Information*);
       15. Clause 19.7 (*"Know Your Customer" Checks*);
       16. Clause 20.20 (*Access*);
       17. Clause22.1 (*Assignments and Transfers by the Lenders*);
       18. Clause 22.2 (*Conditions of Assignment or Transfer*);
       19. Clause 22.9 (*Assignment and transfers by the Italian Guarantee Providers*);
       20. Clause 24 (*Italian Guarantee Providers Provisions*);
       21. Clause 29.7 (*No Set-Off by the Borrower*);
       22. Clause 34 (*Remedies and Waivers*);
       23. Clause 35 (*Amendments and Waivers*);
       24. Clause 36.2 (*Disclosure of Confidential Information*);
       25. Clause 36.3 (*Disclosure by the Italian Guarantee Providers*);
       26. Clause 36.10 (*SACE Confidential Information*);
       27. Clause 40 (*Governing Law*);
       28. Clause 41 (*Arbitration*);
       29. Clause 42 (*Jurisdiction of English Courts*);
       30. Clause 44 (*Waiver of Immunity*),

and any other provision of this Agreement which expressly confers rights to an Italian Guarantee Provider.

* + 1. Any amendment or waiver which relates to the rights of an Italian Guarantee Provider under this Agreement, including under the provisions specified in paragraph (c) above and any other provision of this Agreement which expressly confers rights to an Italian Guarantee Provider, may not be effected without the consent of SACE.

Italian Guarantee Providers override

* + 1. Notwithstanding anything to the contrary in any Finance Document, nothing in any Finance Document shall oblige any Finance Party to act (or omit to act) in a manner that is inconsistent with any requirement of the SACE Agent under or in connection with the SACE Guarantee and, in particular, each Finance Party shall:
       1. be authorised to take all such actions as the SACE Agent may consider necessary to ensure that all requirements of each Italian Guarantee Provider under or in connection with the SACE Guarantee are complied with; and
       2. not be obliged to do anything if, in the SACE Agent’s opinion, to do so could result in a breach of any requirement of any Italian Guarantee Provider under or in connection with the SACE Guarantee, affect the validity of the SACE Guarantee or otherwise result in an ECA Mandatory Prepayment Event.
    2. Nothing in this Clause 1.5 (*Italian Guarantee Providers override*) shall affect the obligations of the Borrower under the Finance Documents.

Instructions from SACE

* + 1. The Parties acknowledge and agree that, in accordance with the terms of the SACE Guarantee, SACE may, at any time, instruct a Finance Party (whether directly or by notice to the SACE Agent) to suspend or to cease to perform any or all of its obligations under this Agreement or any other Finance Document. That Finance Party will be required to comply with any such instruction. Each Party agrees that it will not hold any Finance Party responsible for complying with any such instruction.
    2. The Borrower acknowledges and agrees that:
       1. a Finance Party may be required to exercise, or to refrain from exercising, its rights, powers, authorities and discretions under, and performing its obligations under, or in connection with, this Agreement or any other Finance Document, in accordance with any instructions given to it by SACE (through the SACE Agent or otherwise) in accordance with the provisions of the SACE Guarantee; and
       2. a Finance Party will not be acting or making any determination unreasonably if such action or such determination is made in accordance with the SACE Guarantee or any instructions given to it by SACE (the SACE Agent or otherwise) in accordance with the provisions of the SACE Guarantee.

Role of SACE

* + 1. The Parties acknowledge and confirm that, pursuant to and by effect of the provisions of Law Decree No. 23 of 8 April 2020, converted with amendments by Law no. 40 of 5 June 2020, which amended Article 6 of Law Decree 269/2003:
       1. any reference to SACE in this Agreement shall be construed as a reference to both SACE (acting in its own name and/or for the account of the Italian State) and the Italian State (including acting independently and/or through SACE), and their successors in title, permitted assigns and permitted transferees under the Finance Documents and/or the SACE Guarantee;
       2. any communication or notice to any Italian Guarantee Provider relating to the Finance Documents or the SACE Guarantee, in connection with SACE's own guarantee portion and/or the guarantee portion of the Italian State, under the SACE Guarantee, must be given through the Agent and addressed solely to SACE, pursuant to the provisions of Article 6, paragraph 9-ter, of Law Decree No. 269 of 2003; and
       3. the exercise of the rights, discretions, claims and actions under the Finance Documents or the obligations, rights, discretions, claims and actions under the SACE Guarantee, including, without limitation, the collection of any amount as well as the management of the phases following the payment of the indemnification, including the exercise of rights against the Borrower and the credit recovery activity following subrogation, are carried out by SACE, also for the account of the Italian State and SACE may exercise, including in judicial or arbitral proceedings, rights and actions connected with claims relating to the SACE Guarantee, including, without limitation, rights and actions to which the Italian State is entitled pursuant to the SACE Guarantee. It is also understood that the payment of the indemnification is made by SACE on its own account and for the account of the Italian State, without joint liability, with reference to the respective quotas.
    2. The Parties acknowledge that the guarantee obligations of SACE and the Italian State under the SACE Guarantee are on a several (*senza vincolo di solidarietà*) basis and that SACE acts, for the purpose of their respective rights, discretions, claims and actions under Finance Documents and their respective obligations, rights, discretions, claims and actions under the SACE Guarantee, in compliance with the provisions of Article 6, paragraphs 9-bis and 9-ter of Italian Law Decree No. 269 of 2003.
    3. The parties acknowledge that any communication or notice of any Italian Guarantee Provider to the Agent, relating to the Finance Documents or the SACE Guarantee, shall be given by SACE.

Non-applicable provisions between the Borrower and any Finance Party subject to Anti-Boycott Laws

* + 1. If a Finance Party notifies the Agent to this effect (each a "**Restricted Finance Party**"), the provisions of Clause 7.1 (*Illegality and Sanctions*), Clause 7.2 (*Further illegality*), Clause 18.26 (*Sanctions*), Clause 19.6 (*Sanctions*), paragraph (b) of Clause 20.11 (*Use of Proceeds*) and Clause 20.17 (*Sanctions*) (the "**Sanction Provisions**") shall only apply to the benefit of, and be applicable to, that Restricted Finance Party to the extent that such provisions would not result in any violation of, conflict with, or liability under, any applicable Anti-Boycott Law.
    2. In connection with any amendment, waiver, determination or direction relating to any part of the Sanction Provisions, of which a Restricted Finance Party does not have the benefit, the Commitment of that Restricted Finance Party will be excluded for the purpose of determining whether the consent of the Majority Lenders has been obtained or whether the determination of the Majority Lenders has been made.

1. The Facility

The Facility

Subject to the terms of this Agreement, the Lenders make available to the Borrower a euro term loan facility in an aggregate amount equal to the Total Commitments.

Finance Parties' and Italian Guarantee Providers’ Rights and Obligations

* + 1. The obligations of each Finance Party under the Finance Documents are several. Failure by a Finance Party to perform its obligations under the Finance Documents does not affect the obligations of any other Party under the Finance Documents. No Finance Party is responsible for the obligations of any other Finance Party under the Finance Documents.
    2. The rights of each Finance Party and Italian Guarantee Provider under or in connection with the Finance Documents are separate and independent rights and any debt arising under the Finance Documents to a Finance Party or Italian Guarantee Provider from the Borrower is a separate and independent debt in respect of which a Finance Party and/or Italian Guarantee Provider (as the case may be) shall be entitled to enforce its rights in accordance with paragraph (c) below. The rights of each Finance Party and Italian Guarantee Provider include any debt owing to that Finance Party and that Italian Guarantee Provider (as the case may be) under the Finance Documents and, for the avoidance of doubt, any part of the Loan or any other amount owed by the Borrower which relates to a Finance Party's participation in the Facility or its role under a Finance Document (including any such amount payable to the Agent on its behalf) or SACE's portion or the Italian State's portion of guarantee cover under the SACE Guarantee (including any such amount payable to SACE for the account of the Italian State) is a debt owing to that Finance Party or that Italian Guarantee Provider (as the case may be) by the Borrower.
    3. A Finance Party or Italian Guarantee Provider may, except, as far as the Finance Parties are concerned, as specifically provided in the Finance Documents, separately enforce its rights under or in connection with the Finance Documents.

1. Purpose

Purpose

* + 1. The Borrower shall apply all amounts borrowed by it under the Facility towards its general budgetary and operational purposes (including, if applicable, costs, expenses and fees incurred pursuant to the Finance Documents), provided that no amounts borrowed may be used for any USD payments or applied towards financing directly or indirectly of any activity, production, use, distribution, business or trade involving any Excluded Project and Activities.
    2. For the avoidance of doubt, no part of the Facility is being made available for the purpose of financing the Borrower’s current liquidity purposes (*finansiranje tekuće likvidnosti*) within the meaning of Serbian Public Debt Act (*Zakon o javnom dugu*), "Official Gazette of the Republic of Serbia" nos. 61/2005, 107/2009, 78/2011, 68/2015, 95/2018, 91/2019 and 149/2020, as may be amended or replaced from time to time.
    3. For the avoidance of doubt, the Borrower acknowledges that the Facility is being made available for the purpose described in this Clause 3.1 (*Purpose*) and not for the purpose of financing a specific and identified project or contract.

Monitoring

No Finance Party is bound to monitor or verify the application of any amount borrowed pursuant to this Agreement.

1. Conditions of Utilisation

Initial conditions precedent

* + 1. The Borrower may not deliver the Utilisation Request unless the Agent has received all of the documents and other evidence listed in Schedule 2 (*Conditions Precedent*) in form and substance satisfactory to the Agent. The Agent shall notify the Borrower and the Lenders promptly upon being so satisfied.
    2. Other than to the extent that the Majority Lenders notify the Agent in writing to the contrary before the Agent gives the notification described in paragraph (a) above, the Lenders authorise (but do not require) the Agent to give that notification. The Agent shall not be liable for any damages, costs or losses whatsoever as a result of giving any such notification.

Further conditions precedent

* + 1. The Lenders will only be obliged to comply with Clause 5.4 (*Lenders' Participation*) if on the date of the Utilisation Request and on the proposed Utilisation Date:
       1. no Default is continuing or would result from the proposed Loan;
       2. the Repeating Representations to be made by the Borrower are true;
       3. no ECA Mandatory Prepayment Event has occurred or would result from the proposed Loan;
       4. the SACE Agent has not received a notice from SACE requesting that further Utilisations be suspended or terminated under this Agreement (unless such notice has been withdrawn by SACE);
       5. the full amount of any outstanding SACE Guarantee Fee has been paid in accordance with the provisions of this Agreement and the SACE Guarantee;
       6. the SACE Agent is satisfied that the SACE Guarantee:
          1. is in full force and effect; and
          2. provides cover, in accordance with its terms, in respect of the proposed Utilisation and related interest for the percentage of risks expected by the Lenders; and
       7. there has been no event or circumstance that constitutes a material adverse change in the Republic of Serbia or in its international financial, economic or political conditions, including any Serbian sovereign risk downgrading and/or deterioration in the Serbian financial sector, war, civil war, revolution, uprising, acts of terrorism and/or sabotage and which in the opinion of the Majority Lenders would make it inadvisable to proceed with the Utilisation.

Number of Utilisations

The Borrower may not deliver a Utilisation Request if it would result in more than one Utilisation Request having been delivered.

1. Utilisation

Delivery of the Utilisation Request

* + 1. The Borrower may utilise the Facility by delivery to the Agent of a duly completed Utilisation Request, not later than the Specified Time.
    2. Only one Loan may be requested by the Borrower.

Completion of the Utilisation Request

* + 1. The Utilisation Request is irrevocable and will not be regarded as having been duly completed unless:
       1. the proposed Utilisation Date is a Business Day within the Availability Period;
       2. the currency and amount of the Utilisation comply with Clause 5.3 (*Currency and amount*);
       3. it provides for the proceeds of the proposed Utilisation to be credited to the account specified by the Borrower; and
       4. it is signed by a Borrower Authorised Signatory.
    2. The Borrower shall supply the Agent or the SACE Agent with any additional documents or other evidence reasonably requested by it in connection with the proposed Utilisation.

Currency and Amount

* + 1. The currency specified in the Utilisation Request must be euro.
    2. The amount of the proposed Loan must be an amount which is not more than the Available Facility.

Lenders' Participation

* + 1. If the conditions set out in this Agreement have been met and subject to the provisions of Clause 5.6 (*Further Information*), each Lender shall make its participation in the Loan available by the Utilisation Date through its Facility Office.
    2. The amount of each Lender's participation in the Loan will be equal to the proportion borne by its Available Commitment to the Available Facility immediately prior to making the Loan.
    3. The Agent shall notify each Lender of the amount of the Loan and the amount of its participation in the Loan by the Specified Time.

Cancellation of Commitment

The Commitments which, at that time, are unutilised shall be immediately cancelled on the earlier of:

* + 1. the date falling six (6) Months (or any other period as agreed between the Parties) after the date of this Agreement if the Ratification Date has not occurred by such date; and
    2. the end of the Availability Period.

Further Information

* + 1. Before making the Loan, the Lenders may require additional documents and/or information as may be required by SACE or as the Agent may require to be satisfied that the SACE Guarantee shall apply to the Loan.
    2. The Agent shall notify the Borrower promptly of any further information required to be delivered in order to make the Loan.

1. Repayment

Repayment of the Loan

* + 1. The Borrower shall repay the Loan in 18 equal instalments by repaying on each Repayment Date an amount which reduces the amount of the outstanding Loan by an amount equal to 1/18 of the Loan borrowed by the Borrower as at close of business in London on the last day of the Availability Period.
    2. Any amounts outstanding on the Final Repayment Date shall be repaid on the Final Repayment Date.

Reborrowing

The Borrower may not reborrow any part of the Facility which is repaid.

1. Prepayment and Cancellation

Illegality and Sanctions

If:

* + 1. in any applicable jurisdiction, it becomes unlawful or contrary to any law or regulation (including as a result of the application of Sanctions) for any Lender to perform any of its obligations as contemplated by this Agreement or to fund or issue its participation in the Loan; or
    2. in any applicable jurisdiction, it becomes unlawful or contrary to any law or regulation (including as a result of the application of Sanctions) for any Lender to maintain its participation in the Loan; or
    3. a Lender becomes a Sanctioned Person as a result of funding or performing any of its obligations under this Agreement or maintaining its participation in the Loan,

then that Lender shall promptly notify the Agent upon becoming aware of that event; and

* + - 1. in case of paragraphs (a) and (c) above, upon the Agent notifying the Borrower, the Available Commitment of that Lender will be immediately cancelled;
      2. in case of paragraphs (b) and (c) above, to the extent that the Lender's participation has not been transferred pursuant to paragraph (d) of Clause 7.5 (*Right of Replacement or Repayment and Cancellation in relation to a Single Lender*) or an alternative agreement has not been reached pursuant to Clause 16 (*Mitigation by the Lenders*), the Borrower shall repay that Lender's participation in the Loan made to the Borrower on the last day of the Interest Period for the Loan occurring after the Agent has notified the Borrower or, if earlier, the date specified by the Lender in the notice delivered to the Agent (being no earlier than the last day of any applicable grace period permitted by law) and that Lender's corresponding Commitment shall be cancelled in the amount of the participations repaid,

in each case provided that the Borrower shall not be required to make such repayment earlier than fifteen (15) Business Days from the date of the relevant notice, unless such repayment is required earlier pursuant to applicable law.

Further illegality

* + 1. Without prejudice to the provisions of Clause 7.1 (*Illegality and Sanctions*), if in any applicable jurisdiction it becomes unlawful or contrary to any law or regulation (including as a result of the application of any Sanctions) for an Affiliate of a Lender for that Lender to perform any of that Lender's obligations as contemplated by the Finance Documents or to fund or maintain that Lender's participation in the Loan:
       1. that Lender shall promptly notify the Agent upon becoming aware of that event; and
       2. upon the Agent notifying the Borrower, the Available Commitment of that Lender will be immediately cancelled.
    2. Without prejudice to the provisions of Clause 7.1 (*Illegality and Sanctions*) and paragraph (a) above, if any of the events specified in paragraph (a) of Clause 7.1 (*Illegality and Sanctions*) or in paragraph (a) of this Clause 7.2 (*Further illegality*) occurs, following the notification from the Agent to the Borrower in accordance with paragraph (c)(i) of Clause 7.1 (*Illegality and Sanctions*) or paragraph (a)(ii) of this Clause 7.2 (*Further illegality*), if requested by the affected Lender, the Borrower shall repay that Lender's participation in the Loan made to the Borrower on the last day of the Interest Period for the Loan occurring after the Agent has notified the Borrower or, if earlier, the date specified by the Lender in the notice delivered to the Agent (being no earlier than the last day of any applicable grace period permitted by law) and that Lender's corresponding Commitment shall be immediately cancelled in the amount of the participations repaid.

ECA Mandatory Prepayment Event

If an ECA Mandatory Prepayment Event occurs:

* + 1. the Agent shall promptly notify the Borrower and the Lenders upon becoming aware of that event;
    2. a Lender shall not be obliged to fund the Utilisation; and
    3. if a Lender so requires (and notifies the Agent), the Agent shall, by not less than five (5) days' notice to the Borrower, cancel the Available Commitment of that Lender and declare the participation of that Lender in the Loan, together with accrued interest, and all other amounts accrued or outstanding under the Finance Documents immediately due and payable, whereupon such Available Commitment will be immediately cancelled, the Commitment of that Lender shall immediately cease to be available for further utilisation and the participation of that Lender in the Loan, accrued interest and other amounts shall become immediately due and payable.

Voluntary prepayment of the Loan

* + 1. The Borrower may, if it gives the Agent not less than 30 days (or such shorter period as the Majority Lenders may agree) prior notice, prepay the whole or any part of the Loan (but, if in part, being an amount that reduces the amount of the Loan by a minimum amount of EUR 10,000,000).
    2. The Loan may only be prepaid after the last day of the Availability Period (or, if earlier, the day on which the Available Facility is zero).
    3. Any prepayment under this Clause 7.4 (*Voluntary prepayment of the Loan*) shall satisfy the obligations under Clause 6.1 (*Repayment of the Loan*) in inverse chronological order.

Right of Replacement or Repayment and Cancellation in Relation to a Single Lender

* + 1. If:
       1. any sum payable to any Lender by the Borrower is required to be increased under paragraph (c) of Clause 13.2 (*Tax Gross-Up*); or
       2. any Lender claims indemnification from the Borrower under Clause 13.3 (*Tax Indemnity*) or Clause 14.1 (*Increased Costs*),

the Borrower may, whilst the circumstance giving rise to the requirement for that increase or indemnification continues and with the prior consent of SACE, give the Agent notice of cancellation of the Commitment of that Lender and its intention to procure the repayment of that Lender's participation in the Loan or give the Agent notice of its intention to replace that Lender in accordance with paragraph (d) below.

* + 1. On receipt of a notice of cancellation referred to in paragraph (a) above, the Available Commitment of that Lender shall be immediately reduced to zero.
    2. On the last day of each Interest Period which ends after the Borrower has given notice of cancellation under paragraph (a) above (or, if earlier, the date specified by the Borrower in that notice), the Borrower shall repay that Lender's participation in the Loan and that Lender's corresponding Commitment shall be immediately cancelled in the amount of the participation repaid.
    3. If:
       1. any of the circumstances set out in paragraph (a) above apply to a Lender; or
       2. the Borrower becomes obliged to pay any amount in accordance with Clause 7.1 (*Illegality and Sanctions*) or Clause 7.2 (*Further illegality*),

the Borrower may, on ten (10) Business Days' prior notice to the Agent and that Lender and with the prior consent of SACE, replace that Lender by requiring that Lender to (and, to the extent permitted by law, that Lender shall) transfer pursuant to Clause 22 (*Changes to the Lenders*) all (and not part only) of its rights and obligations under this Agreement to an Eligible Institution which confirms its willingness to assume and does assume all the obligations of the transferring Lender in accordance with Clause 22 (*Changes to the Lenders*) for a purchase price in cash payable at the time of the transfer in an amount equal to the outstanding principal amount of such Lender's participation in the outstanding Loan and all accrued interest (to the extent that the Agent has not given a notification under Clause 22.10 (*Pro rata interest settlement*)), Break Costs and other amounts payable in relation thereto under the Finance Documents.

* + 1. The replacement of a Lender pursuant to paragraph (d) above shall be subject to the following conditions:
       1. the Borrower shall have no right to replace the Agent;
       2. neither the Agent nor any Lender shall have any obligation to find a replacement Lender;
       3. in no event shall the Lender replaced under paragraph (d) above be required to pay or surrender any of the fees received by such Lender pursuant to the Finance Documents; and
       4. the Lender shall only be obliged to transfer its rights and obligations pursuant to paragraph (d) above once it is satisfied that it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations in relation to that transfer.
    2. A Lender shall perform the checks described in sub-paragraph (iv) of paragraph (e) above as soon as reasonably practicable following delivery of a notice referred to in paragraph (d) above and shall notify the Agent and the Borrower when it is satisfied that it has complied with those checks.

Restrictions

* + 1. Any notice of cancellation or prepayment given by any Party under this Clause 7 (*Prepayment and Cancellation*) shall be irrevocable and, unless a contrary indication appears in this Agreement, shall specify the date or dates upon which the relevant cancellation or prepayment is to be made and the amount of that cancellation or prepayment.
    2. Any prepayment under this Agreement shall be made together with accrued interest on the amount prepaid and, subject to any Break Costs, without premium or penalty.
    3. The Borrower may not reborrow any part of the Facility which is prepaid.
    4. The Borrower shall not repay or prepay all or any part of the Loan or cancel all or any part of the Commitments except at the times and in the manner expressly provided for in this Agreement.
    5. No amount of the Total Commitments cancelled under this Agreement may be subsequently reinstated.
    6. If the Agent receives a notice under this Clause 7 (*Prepayment and Cancellation*) it shall promptly forward a copy of that notice to either the Borrower or the affected Lender, as appropriate, and to SACE (through the SACE Agent).
    7. If all or part of any Lender's participation in the Loan is repaid or prepaid, an amount of that Lender's Commitment (equal to the amount of the participation which is repaid or prepaid) will be deemed to be cancelled on the date of repayment or prepayment.

Application of prepayments

Any prepayment of the Loan pursuant to Clause 7.3 (*ECA Mandatory Prepayment Event*) or Clause 7.4 (*Voluntary prepayment of the Loan*) shall be applied pro rata to each Lender's participation in the Loan.

1. Interest

Calculation of Interest

The rate of interest on the Loan for each Interest Period is the percentage rate per annum which is the aggregate of the applicable:

* + 1. Margin; and
    2. EURIBOR.

Payment of Interest

* + 1. The Borrower shall pay accrued interest on the Loan on the last day of each Interest Period (and, if the Interest Period is longer than six Months, on the dates falling at six Monthly intervals after the first day of the Interest Period).
    2. The Agent shall notify the Lenders of the amount of accrued interest on the Loan by the Specified Time.

Default Interest

* + 1. If the Borrower fails to pay any amount payable by it under a Finance Document on its due date, interest shall accrue on the overdue amount from the due date up to the date of actual payment (both before and after judgment) at a rate which, subject to paragraph (b) below, is two per cent. (2%) per annum higher than the rate which would have been payable if the overdue amount had, during the period of non-payment, constituted a Loan in the currency of the overdue amount for successive Interest Periods, each of a duration selected by the Agent (acting reasonably). Any interest accruing under this Clause 8.3 (*Default Interest*) shall be immediately payable by the Borrower on demand by the Agent.
    2. If any overdue amount consists of all or part of the Loan which became due on a day which was not the last day of an Interest Period relating to the Loan:
       1. the first Interest Period for that overdue amount shall have a duration equal to the unexpired portion of the current Interest Period relating to the Loan; and
       2. the rate of interest applying to the overdue amount during that first Interest Period shall be two per cent. (2%) per annum higher than the rate which would have applied if the overdue amount had not become due.
    3. Default interest (if unpaid) arising on an overdue amount will be compounded, to the extent permitted by applicable law, with the overdue amount at the end of each Interest Period applicable to that overdue amount but will remain immediately due and payable.

Notification of rates of interest

* + 1. The Agent shall notify the Lenders and the Borrower of the determination of a rate of interest under this Agreement by the Specified Time.
    2. The Agent shall promptly notify the Borrower of each Funding Rate relating to the Loan.

1. Interest Periods

Interest Periods

* + 1. The period for which the Loan is outstanding shall be divided into successive Interest Periods, each of which shall start on its Utilisation Date or (if already made) on the last day of its preceding Interest Period and end on the next Interest Payment Date.
    2. An Interest Period for the Loan shall not extend beyond the Final Repayment Date.

Non-Business Days

If an Interest Period would otherwise end on a day which is not a Business Day, that Interest Period will instead end on the next Business Day in that calendar month (if there is one) or the preceding Business Day (if there is not).

1. Changes to the Calculation of Interest

Unavailability of Screen Rate

* + 1. *Interpolated Screen Rate*: If no Screen Rate is available for EURIBOR for the Interest Period of the Loan, the applicable EURIBOR shall be the Interpolated Screen Rate for a period equal in length to the Interest Period of the Loan.
    2. *Cost of funds*: If no Screen Rate is available for EURIBOR for:
       1. euro; or
       2. the Interest Period of the Loan and it is not possible to calculate the Interpolated Screen Rate,

there shall be no EURIBOR for the Loan and Clause 10.3 (*Cost of funds*) shall apply to the Loan for that Interest Period.

Market disruption

If before close of business in London on the Quotation Day for the relevant Interest Period the Agent receives notifications from a Lender or Lenders (whose participations in the Loan exceed 40 per cent. of the Loan) that the cost to it of funding its participation in the Loan from whatever source it may reasonably select would be in excess of EURIBOR then Clause 10.3 (*Cost of funds*) shall apply to the Loan for the relevant Interest Period.

Cost of funds

* + 1. If this Clause 10.3 (*Cost of funds*) applies, the rate of interest on each Lender's share of the Loan for the relevant Interest Period shall be the percentage rate per annum which is the sum of:
       1. the Margin; and
       2. the rate notified to the Agent by that Lender as soon as practicable and in any event by close of business on the day falling ten (10) Business Days after the Quotation Day, to be that which expresses as a percentage rate per annum the cost to the relevant Lender of funding its participation in the Loan from whatever source it may reasonably select, and if any such rate is below zero, such rate shall be deemed to be zero.
    2. If this Clause 10.3 (*Cost of funds*) applies and the Agent or the Borrower so requires, the Agent and the Borrower shall enter into negotiations (for a period of not more than 30 days) with a view to agreeing a substitute basis for determining the rate of interest.
    3. Subject to Clause 35.4 (*Replacement of Screen Rate*), any alternative basis agreed pursuant to paragraph (b) above shall, with the prior consent of all the Lenders and the Borrower, be binding on all Parties.
    4. If this Clause 10.3 (*Cost of funds*) applies pursuant to Clause 10.2 (*Market disruption*) and:
       1. a Lender's Funding Rate is less than EURIBOR; or
       2. a Lender does not supply a quotation by the time specified in paragraph (a)(ii) above,

the cost to that Lender of funding its participation in the Loan for that Interest Period shall be deemed, for the purposes of paragraph (a) above, to be EURIBOR.

* + 1. If this Clause 10.3 (*Cost of funds*) applies pursuant to Clause 10.1 (*Unavailability of Screen Rate*) but any Lender does not supply a quotation by the time specified in paragraph (a)(ii) above the rate of interest shall be calculated on the basis of the quotations of the remaining Lenders.

Notification to Borrower

If Clause 10.3 (*Cost of funds*) applies the Agent shall, as soon as is practicable, notify the Borrower.

Break Costs

* + 1. The Borrower shall, within 3 Business Days of demand by a Finance Party, pay to that Finance Party its Break Costs attributable to all or any part of the Loan or Unpaid Sum being paid by the Borrower on a day other than the last day of an Interest Period for the Loan or Unpaid Sum.
    2. Each Lender shall, as soon as reasonably practicable after a demand by the Agent, provide a certificate confirming the amount of its Break Costs for any Interest Period in which they accrue.

1. Fees

Commitment fee

* + 1. The Borrower shall pay to the Agent (for the account of each Lender) a commitment fee computed at the rate of thirty per cent (30%) of the applicable Margin which applies to each Lender's Available Commitment from the date of the Facility Agreement until the end of the Availability Period (the "**Commitment Fee**") as further described and at times agreed in a Fee Letter.
    2. The Commitment Fee will begin to accrue from the date of this Agreement and is payable on the last day of each successive period of six (6) Months which ends during the Availability Period, on the last day of the Availability Period and, if cancelled in full, on the cancelled amount of the relevant Lender's Commitment at the time the cancellation is effective.
    3. For the avoidance of doubt, the first instalment of the Commitment Fee shall become payable on the date falling six (6) Months after the date of this Agreement.
    4. The Commitment Fee shall be paid to the Agent, for the account of each Lender, to such account that the Agent may notify to the Borrower. Upon receipt of the payment of the Commitment Fee by the Agent, the Agent shall distribute the relevant portion of the Commitment Fee to each Lender in accordance with the terms of Clause 29.2 (*Distributions by the Agent and the SACE Agent*).

Arrangement fee

The Borrower shall pay to the Mandated Lead Arrangers an arrangement fee in the amount and at the times agreed in a Fee Letter.

Documentation Bank fee

The Borrower shall pay to the Documentation Bank a documentation bank fee in the amount and at the times agreed in a Fee Letter.

Agency fee

The Borrower shall pay to the Agent (for its own account) an agency fee in the amount and at the times agreed in a Fee Letter.

1. SACE Guarantee Fee

Payment of the SACE Guarantee Fee

* + 1. The Borrower shall pay an amount equal to the full amount of the SACE Guarantee Fee to the SACE Agent (for the account of the Italian Guarantee Providers) no later than the earlier of:
       1. 30 days after the issuance of the SACE Guarantee;
       2. the relevant deadline indicated in the SACE Guarantee; and
       3. the Utilisation Date.
    2. The SACE Agent shall notify the Borrower of the amount of SACE Guarantee Fee payable to SACE (for itself and for the account of the Italian State in accordance with the provisions of the SACE Guarantee) in respect of the SACE Guarantee as soon as reasonably practicable after being notified by SACE of that amount.
    3. The Borrower expressly acknowledges that the SACE Guarantee Fee must be considered as a whole and indivisible.
    4. If any Lender has paid any amount of the SACE Guarantee Fee to SACE, the Borrower shall reimburse the SACE Agent, for the account of such Lender, for such amount within three Business Days of demand.
    5. The Borrower acknowledges that none of the Finance Parties is responsible for the calculation or final determination of the SACE Guarantee Fee and the Borrower will not raise against any Finance Party, any claim or defence of any kind whatsoever in relation to the calculation or payment of the SACE Guarantee Fee.
    6. In case of non-payment by the Borrower of the amounts indicated under this Clause 12.1 (*Payment of the SACE Guarantee Fee*) within the terms set out herein, default interest shall accrue from the date on which the relevant payment is due to the actual payment date. The default interest shall be calculated at a rate equal to the applicable interest rate under this Agreement (without taking into account any zero floor provision and considering the applicable Margin at one point sixty-five per cent. (1.65%) per annum) plus 0.50%, as calculated under the SACE Guarantee, per annum on the overdue amount, starting from the date on which the relevant amounts become payable to the actual payment date, with no need of formal notice and excluding greater damage.
    7. The Borrower acknowledges and agrees it shall not be entitled to any refund of any amount paid for the SACE Guarantee Fee.

Discharge of Lender's obligation

Payment by the Borrower of amounts in respect of the SACE Guarantee Fee in accordance with Clause 12.1 (*Payment of the SACE Guarantee Fee*) shall, to the extent of such payment, discharge the Lenders' obligations to each Italian Guarantee Provider in respect of the SACE Guarantee Fee.

1. Tax Gross-Up and Indemnities

Definitions

* + 1. In this Agreement:

1. "Protected Party" means a Finance Party and/or Italian Guarantee Provider which is or will be subject to any liability, or required to make any payment, for or on account of Tax in relation to a sum received or receivable (or any sum deemed for the purposes of Tax to be received or receivable) under a Finance Document and/or the SACE Guarantee.
2. "**Tax Credit**" means a credit against, relief or remission for, or repayment of any Tax.
3. "Tax Deduction" means a deduction or withholding for or on account of Tax from a payment under a Finance Document, other than a FATCA Deduction.
4. "**Tax Payment**" means either the increase in a payment made by the Borrower to a Finance Party under Clause 13.2 (*Tax Gross-Up*) or a payment under Clause 13.3 (*Tax Indemnity*).
   * 1. Unless a contrary indication appears, in this Clause 13 (*Tax Gross-Up and Indemnities*) a reference to "determines" or "determined" means a determination made in the absolute discretion of the person making the determination.

Tax Gross-Up

* + 1. The Borrower shall make all payments to be made by it without any Tax Deduction, unless a Tax Deduction is required by law.
    2. The Borrower shall promptly upon becoming aware that it must make a Tax Deduction (or that there is any change in the rate or the basis of a Tax Deduction) notify the Agent accordingly. Similarly, a Lender shall notify the Agent on becoming so aware in respect of a payment payable to that Lender. If the Agent receives such notification from a Lender it shall notify the Borrower.
    3. If a Tax Deduction is required by law to be made by the Borrower, the amount of the payment due from the Borrower shall be increased to an amount which (after making any Tax Deduction) leaves an amount equal to the payment which would have been due if no Tax Deduction had been required.
    4. If the Borrower is required to make a Tax Deduction, the Borrower shall make that Tax Deduction and any payment required in connection with that Tax Deduction within the time allowed and in the minimum amount required by law.
    5. Within thirty days of making either a Tax Deduction or any payment required in connection with that Tax Deduction, the Borrower shall deliver to the Agent for the Finance Party entitled to the payment evidence reasonably satisfactory to that Finance Party that the Tax Deduction has been made or (as applicable) any appropriate payment paid to the relevant taxing authority.

Tax Indemnity

* + 1. The Borrower shall (within three Business Days of demand by the Agent or SACE) pay to a Protected Party an amount equal to the loss, liability or cost which that Protected Party determines will be or has been (directly or indirectly) suffered for or on account of Tax by that Protected Party in respect of a Finance Document or the SACE Guarantee.
    2. Paragraph (a) above shall not apply:
       1. with respect to any Tax assessed on a Finance Party:
          1. under the law of the jurisdiction in which that Finance Party is incorporated or, if different, the jurisdiction (or jurisdictions) in which that Finance Party is treated as resident for tax purposes; or
          2. under the law of the jurisdiction in which that Finance Party's Facility Office is located in respect of amounts received or receivable in that jurisdiction,

if that Tax is imposed on or calculated by reference to the net income received or receivable (but not any sum deemed to be received or receivable) by that Finance Party; or

* + - 1. to the extent a loss, liability or cost:
         1. is compensated for by an increased payment under Clause 13.2 (*Tax Gross Up*); or
         2. relates to a FATCA Deduction required to be made by a Party.
    1. A Protected Party (other than an Italian Guarantee Provider) making, or intending to make a claim under paragraph (a) above shall promptly notify the Agent of the event which will give, or has given, rise to the claim, following which the Agent shall notify the Borrower.
    2. A Protected Party (other than an Italian Guarantee Provider) shall, on receiving a payment from the Borrower under this Clause 13.3 (*Tax Indemnity*), notify the Agent.

Tax Credit

If the Borrower makes a Tax Payment and the relevant Finance Party determines that:

* + 1. a Tax Credit is attributable to an increased payment of which that Tax Payment forms part, to that Tax Payment or to a Tax Deduction in consequence of which that Tax Payment was required; and
    2. that Finance Party has obtained, utilised and retained that Tax Credit,

the Finance Party shall pay an amount to the Borrower which that Finance Party determines will leave it (after that payment) in the same after-Tax position as it would have been in had the Tax Payment not been required to be made by the Borrower.

Stamp Taxes

The Borrower shall pay and, within 3 Business Days of demand, indemnify each Finance Party and Italian Guarantee Provider against any cost, loss or liability that the Finance Party or the Italian Guarantee Provider incurs in relation to all stamp duty, registration and other similar Taxes payable in respect of any Finance Document.

VAT

* + 1. All amounts expressed to be payable under a Finance Document by any Party to a Finance Party or Italian Guarantee Provider which (in whole or in part) constitute the consideration for any supply for VAT purposes are deemed to be exclusive of any VAT which is chargeable on that supply, and accordingly, subject to paragraph (b) below, if VAT is or becomes chargeable on any supply made by any Finance Party or Italian Guarantee Provider to any Party under a Finance Document or the SACE Guarantee and such Finance Party or Italian Guarantee Provider is required to account to the relevant tax authority for the VAT, that Party must pay to such Finance Party or Italian Guarantee Provider (in addition to and at the same time as paying any other consideration for such supply) an amount equal to the amount of the VAT (and such Finance Party or Italian Guarantee Provider must promptly provide an appropriate VAT invoice to that Party).
    2. If VAT is or becomes chargeable on any supply made by any Finance Party or Italian Guarantee Provider (the "**VAT Supplier**") to any Finance Party or Italian Guarantee Provider (the "**VAT Recipient**") under a Finance Document or the SACE Guarantee, and any Party other than the VAT Recipient (the "**Relevant Party**") is required by the terms of any Finance Document to pay an amount equal to the consideration for that supply to the VAT Supplier (rather than being required to reimburse or indemnify the VAT Recipient in respect of that consideration):
       1. (where the VAT Supplier is the person required to account to the relevant tax authority for the VAT) the Relevant Party must also pay to the VAT Supplier (at the same time as paying that amount) an additional amount equal to the amount of the VAT. The VAT Recipient must (where this paragraph (i) applies) promptly pay to the Relevant Party an amount equal to any credit or repayment the VAT Recipient receives from the relevant tax authority which the VAT Recipient reasonably determines relates to the VAT chargeable on that supply; and
       2. (where the VAT Recipient is the person required to account to the relevant tax authority for the VAT) the Relevant Party must promptly, following demand from the VAT Recipient, pay to the VAT Recipient an amount equal to the VAT chargeable on that supply but only to the extent that the VAT Recipient reasonably determines that it is not entitled to credit or repayment from the relevant tax authority in respect of that VAT.
    3. Where a Finance Document or the SACE Guarantee requires any Party to reimburse or indemnify a Finance Party or Italian Guarantee Provider for any cost or expense, that Party shall reimburse or indemnify (as the case may be) such Finance Party or Italian Guarantee Provider for the full amount of such cost or expense, including such part thereof as represents VAT, save to the extent that such Finance Party reasonably determines that it is entitled to credit or repayment in respect of such VAT from the relevant tax authority.
    4. Any reference in this Clause 13.6 (*VAT*) to any Party shall, at any time when that Party is treated as a member of a group or unity (or fiscal unity) for VAT purposes, include (where appropriate and unless the context otherwise requires) a reference to the person who is treated at that time as making the supply, or (as appropriate) receiving the supply, under the grouping rules (provided for in Article 11 of Council Directive 2006/112/EC (or as implemented by the relevant member state of the European Union)) so that a reference to a Party shall be construed as a reference to that Party or the relevant group or unity (or fiscal unity) of which that Party is a member for VAT purposes at the relevant time or the relevant representative member (or representative or head) of that group or unity at the relevant time (as the case may be).
    5. In relation to any supply made by a Finance Party to any Party under a Finance Document, if reasonably requested by such Finance Party, that Party must promptly provide such Finance Party with details of that Party's VAT registration and such other information as is reasonably requested in connection with such Finance Party's VAT reporting requirements in relation to such supply.

FATCA Information

* + 1. Subject to paragraph (c) below, each Party shall, within 10 Business Days of a reasonable request by another Party:
       1. confirm to that other Party whether it is:
          1. a FATCA Exempt Party; or
          2. not a FATCA Exempt Party;
       2. supply to that other Party such forms, documentation and other information relating to its status under FATCA as that other Party reasonably requests for the purposes of that other Party's compliance with FATCA; and
       3. supply to that other Party such forms, documentation and other information relating to its status as that other Party reasonably requests for the purposes of that other Party's compliance with any other law, regulation, or exchange of information regime.
    2. If a Party confirms to another Party pursuant to sub-paragraph (i) of paragraph (a) above that it is a FATCA Exempt Party and it subsequently becomes aware that it is not, or has ceased to be a FATCA Exempt Party, that Party shall notify that other Party reasonably promptly.
    3. Paragraph (a) above shall not oblige any Finance Party to do anything, and sub-paragraph (iii) of paragraph (a) above shall not oblige any other Party to do anything, which would or might in its reasonable opinion constitute a breach of:
       1. any law or regulation;
       2. any fiduciary duty; or
       3. any duty of confidentiality.
    4. If a Party fails to confirm whether or not it is a FATCA Exempt Party or to supply forms, documentation or other information requested in accordance with sub-paragraphs (ii) or (iii) of paragraph (a) above (including, for the avoidance of doubt, where paragraph (c) above applies), then such Party shall be treated for the purposes of the Finance Documents (and payments under them) as if it is not a FATCA Exempt Party until such time as the Party in question provides the requested confirmation, forms, documentation or other information.
    5. Each Existing Lender and each New Lender under Clause 22 (*Changes to the Lenders*) shall:
       1. on the date of this Agreement (with regards to each Existing Lender only); or
       2. on the relevant Transfer Date (with regards to the relevant New Lender), as applicable; or
       3. on the date of a request from the Agent,

supply to the Agent:

* + - * 1. a withholding certificate on Form W-8, Form W-9 or any other relevant form certifying its status as a FATCA Exempt Party; or
        2. any withholding statement or other document, authorisation or waiver as the Agent may require certifying or establish its status as a FATCA Exempt Party
    1. The Agent shall provide any withholding certificate, withholding statement, document, authorisation or waiver it receives from a Lender pursuant to paragraph (e) above to the Borrower.
    2. If any withholding certificate, withholding statement, document, authorisation or waiver provided to the Agent by a Lender pursuant to paragraph (f) above is or becomes materially inaccurate or incomplete, that Lender shall promptly update it and provide such updated withholding certificate, withholding statement, document, authorisation or waiver to the Agent unless it is unlawful for the Lender to do so (in which case the Lender shall promptly notify the Agent). The Agent shall provide any such updated withholding certificate, withholding certificate, withholding statement, document, authorisation or waiver to the Borrower.
    3. The Agent may rely on any withholding certificate, withholding statement, document, authorisation or waiver it receives from a Lender pursuant to paragraphs (e), (f) and (g) above without further verification. The Agent shall not be liable for any action taken by it under or in connection with paragraphs (e), (f) and (g) above.
    4. If a Lender subsequently becomes aware that it has ceased to be a FATCA Exempt Party, that Lender shall immediately notify the Agent and the Agent shall notify the Borrower and the other Finance Parties.

FATCA Deduction

* + 1. Each Party may make any FATCA Deduction it is required to make by FATCA, and any payment required in connection with that FATCA Deduction, and no Party shall be required to increase any payment in respect of which it makes such a FATCA Deduction or otherwise compensate the recipient of the payment for that FATCA Deduction.
    2. Each Party shall promptly, upon becoming aware that it must make a FATCA Deduction (or that there is any change in the rate or the basis of such FATCA Deduction), notify the Party to whom it is making the payment and, in addition, shall notify the Borrower and the Agent and the Agent shall notify the other Finance Parties.

1. Increased Costs

Increased Costs

* + 1. Subject to Clause 14.3 (*Exceptions*) the Borrower shall, within 20 days of a demand by the Agent, pay for the account of a Finance Party the amount of any Increased Costs incurred by that Finance Party or any of its Affiliates as a result of:
       1. the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation after the date of this Agreement;
       2. compliance with any law or regulation made after the date of this Agreement; or
       3. the implementation or application of, or compliance with, Basel III or CRD IV or any law or regulation that implements or applies Basel III or CRD IV.
    2. In this Agreement:
       1. "**Basel III**" means:
          1. the agreements on capital requirements, a leverage ratio and liquidity standards contained in "Basel III: A global regulatory framework for more resilient banks and banking systems", "Basel III: International framework for liquidity risk measurement, standards and monitoring" and "Guidance for national authorities operating the countercyclical capital buffer" published by the Basel Committee on Banking Supervision in December 2010 and any other documents published by the Basel Committee in relation to "Basel III", each as amended, supplemented or restated;
          2. the rules for global systemically important banks contained in "Global systemically important banks: assessment methodology and the additional loss absorbency requirement — Rules text" published by the Basel Committee on Banking Supervision in November 2011, as amended, supplemented or restated; and
          3. any further guidance, standards or other documents published by the Basel Committee on Banking Supervision relating to "Basel III".
       2. "**CRD IV**" means:
          1. Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms and amending regulation (EU) No. 648/2012, as amended by Regulation (EU) 2019/876;
          2. Directive 2013/36/EU of the European Parliament and of the Council of 26 June 2013 on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms, amending Directive 2002/87/EC and repealing Directives 2006/48/EC and 2006/49/EC, as amended by Directive (EU) 2019/878; and
          3. any other law or regulation which implements Basel III.
       3. "**Increased Costs**" means:
          1. a reduction in the rate of return from the Facility or on a Finance Party's (or its Affiliate's) overall capital;
          2. an additional or increased cost; or
          3. a reduction of any amount due and payable under any Finance Document,

which is incurred or suffered by a Finance Party or any of its Affiliates to the extent that it is attributable to that Finance Party having entered into its Commitment or funding or performing its obligations under any Finance Document or which is incurred or suffered by any Italian Guarantee Provider.

Increased Cost Claims

* + 1. A Finance Party intending to make a claim pursuant to Clause 14.1 (*Increased Costs*) shall notify the Agent of the event giving rise to the claim, following which the Agent shall promptly notify the Borrower. The Agent shall promptly notify the Borrower upon receipt of a notice from any Italian Guarantee Provider.
    2. Each Finance Party shall, as soon as practicable after a demand by the Agent, provide a certificate confirming the amount of its Increased Costs.

Exceptions

* + 1. Clause 14.1 (*Increased Costs*) does not apply to the extent any Increased Cost is:
       1. attributable to a Tax Deduction required by law to be made by the Borrower;
       2. attributable to a FATCA Deduction required to be made by a Party;
       3. compensated for by Clause 13.3 (*Tax Indemnity*) (or would have been compensated for under Clause 13.3 (*Tax Indemnity*) but was not so compensated solely because any of the exclusions in paragraph (b) of Clause 13.3 (*Tax Indemnity*) applied); or
       4. attributable to the wilful breach by the relevant Finance Party or its Affiliates of any law or regulation.
    2. In this Clause 14.3 (*Exceptions*), a reference to a "**Tax Deduction**" has the same meaning given to that term in Clause 13.1 (*Definitions*).

1. Other Indemnities

Currency Indemnity

* + 1. If any sum due from the Borrower under the Finance Documents (a "**Sum**"), or any order, judgment or award given or made in relation to a Sum, has to be converted from the currency (the "**First Currency**") in which that Sum is payable into another currency (the "**Second Currency**") for the purpose of:
       1. making or filing a claim or proof against the Borrower; or
       2. obtaining or enforcing an order, judgment or award in relation to any litigation or arbitration proceedings,

the Borrower shall as an independent obligation, within three Business Days of demand, indemnify each Finance Party or (as the case may be) Italian Guarantee Provider to whom that Sum is due against any cost, loss or liability arising out of or as a result of the conversion, including any discrepancy between (A) the rate of exchange used to convert that Sum from the First Currency into the Second Currency and (B) the rate or rates of exchange available to that person at the time of its receipt of that Sum.

* + 1. The Borrower waives any right it may have in any jurisdiction to pay any amount under the Finance Documents in a currency or currency unit other than that in which it is expressed to be payable.

Other Indemnities

* + 1. The Borrower shall, within 3 Business Days of demand, indemnify each Finance Party (and/or Italian Guarantee Provider) against any cost, loss or liability incurred by that Finance Party (and/or Italian Guarantee Provider) as a result of:
       1. the occurrence of any Event of Default;
       2. any indemnity payable under the SACE Guarantee;
       3. a failure by it to pay any amount due under a Finance Document on its due date, including without limitation, any cost, loss or liability arising as a result of Clause 28 (*Sharing Among the Finance Parties*);
       4. funding, or making arrangements to fund, its participation in the Loan requested by the Borrower in the Utilisation Request but not made by reason of the operation of any one or more of the provisions of this Agreement (other than by reason of default or negligence by that Finance Party alone); or
       5. the Loan (or part of the Loan) not being prepaid in accordance with a notice of prepayment given by the Borrower.
    2. The Borrower shall (or shall procure that the Borrower will) promptly indemnify each Finance Party, each Affiliate of a Finance Party, each Italian Guarantee Provider and each officer or employee of a Finance Party or its Affiliate or an Italian Guarantee Provider, against any cost, loss or liability incurred by that Finance Party or its Affiliate or that Italian Guarantee Provider (or officer or employee of that Finance Party or Affiliate or that Italian Guarantee Provider) in connection with, or arising out of, the use of the proceeds of the Facility (including in connection with any litigation, arbitration or administrative proceedings or regulatory enquiry concerning the use of the proceeds of the Facility).
    3. Any Affiliate of a Finance Party, or any officer or employee of a Finance Party or any of its Affiliates, and any officer or employee of an Italian Guarantee Provider, may rely on paragraph (b) above subject to Clause 1.4 (*Third party rights*) and the provisions of the Third Parties Act.

Indemnity to the Agent and the SACE Agent

The Borrower shall promptly indemnify the Agent and the SACE Agent against:

* + 1. any cost, loss or liability incurred by it (acting reasonably) as a result of:
       1. investigating any event which it reasonably believes is a Default;
       2. acting or relying on any notice, request or instruction which it reasonably believes to be genuine, correct and appropriately authorised;
       3. instructing lawyers, accountants, tax advisers, surveyors or other professional advisers or experts as permitted under this Agreement; or
       4. being party to the SACE Guarantee; and
    2. any cost, loss or liability incurred by it (otherwise than by reason of its gross negligence or wilful misconduct) (or, in the case of any cost, loss or liability pursuant to Clause 29.11 (*Disruption to payment systems etc.*), notwithstanding the Agent's negligence, gross negligence or any other category of liability whatsoever but not including any claim based on the fraud of the Agent) in acting as Agent or SACE Agent under the Finance Documents or the SACE Guarantee.

Indemnity to Italian Guarantee Providers

The Borrower shall promptly indemnify each Italian Guarantee Provider against any cost, loss or liability incurred by that Italian Guarantee Provider (acting reasonably) in connection with this Agreement as a result of:

* + 1. investigating any event which it reasonably believes is a Default;
    2. acting or relying on any notice, request or instruction which it reasonably believes to be genuine, correct and appropriately authorised; or
    3. instructing lawyers, accountants, tax advisers, surveyors or other professional advisers or experts.

1. Mitigation by the Lenders

Mitigation

* + 1. Each Finance Party shall, in consultation with the Borrower and SACE, take all reasonable steps to mitigate any circumstances which arise and which would result in any amount becoming payable under or pursuant to, or cancelled pursuant to, any of Clause 7.1 (*Illegality and Sanctions*), Clause 7.2 (*Further illegality*), Clause 13.2 (*Tax gross-up*), or Clause 14 (*Increased Costs*) including (but not limited to) transferring its rights and obligations under the Finance Documents to another Affiliate or Facility Office.
    2. Paragraph (a) above does not in any way limit the obligations of the Borrower under the Finance Documents.

Limitation of Liability

* + 1. The Borrower shall promptly indemnify each Finance Party for all costs and expenses reasonably incurred by that Finance Party as a result of steps taken by it under Clause 16.1 (*Mitigation*).
    2. A Finance Party is not obliged to take any steps under Clause 16.1 (*Mitigation*) if, in the opinion of that Finance Party (acting reasonably), to do so might be prejudicial to it.

1. Costs and Expenses

Transaction Expenses

The Borrower shall promptly on demand pay SACE, the Agent, the SACE Agent, the Documentation Bank and any Mandated Lead Arranger the amount of all costs and expenses (including legal fees) reasonably incurred by any of them in connection with the negotiation, preparation, printing, execution and syndication of:

* + 1. this Agreement and any other documents referred to in this Agreement;
    2. any other Finance Documents executed after the date of this Agreement; and
    3. the SACE Guarantee.

Amendment costs

If:

* + 1. the Borrower requests an amendment, waiver or consent to a Finance Document or the SACE Guarantee;
    2. an amendment to a Finance Document is required in order to ensure that any Finance Document complies with the terms of the SACE Guarantee or any other requirement of any Italian Guarantee Provider; or
    3. an amendment is required pursuant to Clause 29.10 (*Change of currency*),

the Borrower shall, within five Business Days of demand, reimburse the Agent, the SACE Agent and SACE for the amount of all costs and expenses (including legal fees) reasonably incurred by them in responding to, evaluating, negotiating or complying with that request or requirement.

Enforcement costs

The Borrower shall, within three Business Days of demand, pay to:

* + 1. each Finance Party; and
    2. the SACE Agent on behalf of each Italian Guarantee Provider,

the amount of all costs and expenses (including legal fees) incurred by that Finance Party or that Italian Guarantee Provider in connection with the enforcement of, or the preservation of any rights under, any Finance Document or the SACE Guarantee, including, without limitation, costs and expenses incurred by any of them in connection with any SACE Transfer or any other assignment or transfer of the Loan to or from an Italian Guarantee Provider, or as directed by an Italian Guarantee Provider, pursuant to Clause 22.1 (*Assignments and Transfers by the Lenders*) following a payment by or on behalf of an Italian Guarantee Provider under the SACE Guarantee.

SACE costs

The Borrower shall promptly pay SACE any reasonable and documented costs, expenses or liabilities relating to any investigation or the obtaining of additional information which is required under the terms and conditions of the SACE Guarantee or which is requested by SACE.

1. Representations

The Borrower makes the representations and warranties set out in this Clause 18 (*Representations*) to each Finance Party on the date of this Agreement.

Status

* + 1. It is a sovereign state and has the power to sue and be sued in its own name, including before any court and/or arbitration tribunal which may be competent pursuant to the Finance Documents.
    2. It has the power to own its assets and carry on its activities and business as it is being conducted.
    3. The Borrower has the power to perform its obligations under the Finance Documents.

Binding obligations

The obligations expressed to be assumed by it in each Finance Document to which it is a party are legal, valid, binding and enforceable obligations (subject to, in relation to the obligation of the Borrower to pay principal and the related applicable amounts of Margin and EURIBOR under this Agreement, the law on ratification of this Agreement becoming effective).

Non-conflict with other obligations

* + 1. The execution and the performance of this Agreement and the other Finance Documents, and the discharge of the obligations of the Borrower set out therein, do not and will not:
       1. conflict with any law or regulation applicable to it, any administrative order or any judicial order;
       2. conflict with the constitution of the Republic of Serbia or the constitutional documents of any of its agencies; or
       3. conflict with any agreement, mortgage, bond, judgment, arbitral award or other instrument international agreement or treaty, including with the IMF or any other international institution, to which it or its government agencies are party or which is binding upon it or upon any of its agencies, or upon any assets of the Borrower or any assets of any of its agencies, nor do they constitute a default or termination event (however described) under any such agreement or instrument.
    2. Any consents required by the Borrower’s creditors, by regulatory bodies or any third parties, which are necessary for the execution of this Agreement and the Finance Documents to which the Borrower is a party and which are necessary for the execution and the performance of the obligations arising thereunder, have been obtained.

Power and authority

* + 1. It has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, the Finance Documents to which it is a party and the transactions contemplated by those Finance Documents and to use the Facility according to Clause 3.1 (*Purpose*) (subject to, in relation to performance by the Borrower of its obligation to pay principal and the related applicable amounts of Margin and EURIBOR under this Agreement, the law on ratification of this Agreement becoming effective). The Borrower has duly conferred upon its representatives the powers to execute the Finance Documents and any other document that may be appropriate or needed under the Finance Documents, in compliance with the applicable regulations.
    2. No limit on the Borrower's powers will be exceeded as a result of the borrowing, grant of security or giving of guarantees or indemnities contemplated by the Finance Documents to which it is a party (including, for the avoidance of doubt, the limit on public debt set in the relevant annual budget law of the Republic of Serbia).

Validity and admissibility in evidence

* + 1. All Authorisations and powers and any other acts, conditions or things required or desirable:
       1. to enable it lawfully to enter into the Finance Documents to which it is a party, to perform the obligations arising thereunder and to use the Facility in accordance with Clause 3.1 (*Purpose*); and
       2. to make the Finance Documents to which it is a party admissible in evidence in its Relevant Jurisdiction,

have been obtained, effected, done, fulfilled or performed and are in full force and effect (subject to, in relation to performance by the Borrower of its obligation to pay principal and the related applicable amounts of Margin and EURIBOR under this Agreement, the law on ratification of this Agreement becoming effective).

* + 1. The Borrower has duly granted to its representatives, in accordance with the applicable regulations, all powers necessary to execute the Finance Documents and any other document necessary or appropriate under the Finance Documents.
    2. All Authorisations necessary for the conduct of the business, trade and ordinary activities of the Borrower and its agencies have been obtained or effected, are in full force and effect and have been fully complied with and there are no breaches occurred or that are continuing in relation thereto.

Governing law and enforcement

* + 1. The choice of the law stated to be the governing law of each Finance Document will be recognised and enforced in its Relevant Jurisdiction.
    2. Any judgment obtained in relation to a Finance Document in the jurisdiction of the stated governing law of that Finance Document will be recognised and enforced in its Relevant Jurisdiction.
    3. Any arbitral award obtained in relation to a Finance Document in the seat of that arbitral tribunal as specified in that Finance Document will be recognised and enforced in its Relevant Jurisdiction.

Insolvency

No:

* + 1. negotiation or other procedure or step described in Clause 21.7 (*Moratorium*); or
    2. creditors' process described in Clause 21.5 (*Creditors' process*),

has been taken or, to the knowledge of the Borrower, threatened in relation to the Borrower or any of its agencies and none of the circumstances described in Clause 21.6 (*Insolvency*) applies to the Borrower or any of its agencies.

Deduction of Tax

The Borrower is not required to make any Tax Deduction (as defined in Clause 13.1 (*Definitions*)) from any payment it may make under any Finance Document to:

* + 1. any Italian Guarantee Provider; or
    2. any Original Lender and any other entity which is a Finance Party at the date of this Agreement; or
    3. any other Lender or Finance Party, except, in this case, for taxes imposed by way of withholding on interest paid to non-residents of the jurisdiction of the Borrower, to the extent not exempted or reduced pursuant to any applicable double taxation treaty.

No filing or stamp taxes

Under the laws of its Relevant Jurisdiction, it is not necessary that the Finance Documents be filed, recorded or enrolled with any court or other authority in that jurisdiction or that any stamp, registration, notarial or similar Taxes or fees be paid on or in relation to the Finance Documents or the transactions contemplated by the Finance Documents, except that the Borrower is obliged to:

* + 1. report to the Central Bank:

(i) this Agreement and any changes thereto;

(ii) any changes to the Lenders; and

(iii) the Utilisation and each repayment or prepayment under this Agreement, and

* + 1. register the relevant information pertaining to this Agreement in the public debt records kept by the Public Debt Administration of the Ministry of Finance of the Republic of Serbia.

No default

* + 1. No Event of Default and, on the date of this Agreement, no Default is continuing or is reasonably likely to result from the making of the Utilisation or the entry into, the performance of, or any transaction contemplated by, any Finance Document.
    2. No other event or circumstance is outstanding which constitutes a default under any other agreement or instrument which is binding on it or any of its agencies or to which its (or any of its agencies) assets are subject which might have a Material Adverse Effect.

No Misleading Information

* + 1. Any factual information provided by the Borrower or any of its agencies to the Finance Parties in connection with the Finance Documents and/or to SACE for the purpose of the SACE Guarantee (the "Information") was true and accurate in all material respects as at the date it was provided or as at the date (if any) at which it is stated.
    2. Any budgets, forecasts and financial projections contained in the Information were arrived at after careful consideration and have been prepared on the basis of recent historical information and on the basis of reasonable assumptions.
    3. Nothing has occurred or been omitted from the Information and no information has been given or withheld that results in any Information being untrue or misleading in any material respect.
    4. All other written information provided by the Borrower or any of its agencies (including its advisers) to a Finance Party or to SACE was true, complete and accurate in all material respects as at the date it was provided and is not misleading in any respect.

Financial position

There has been no material adverse change in the Borrower’s economic condition since the date of this Agreement.

Pari passu ranking

Its payment obligations under the Finance Documents rank at least *pari passu* with the claims of all its other unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law.

No proceedings

* + 1. No litigation, arbitration or administrative proceedings of or before any court, arbitral body or agency which, if adversely determined, might reasonably be expected to have a Material Adverse Effect has or have been started or threatened against it or against any of its agencies.
    2. No judgment or order of a court, arbitral tribunal or other tribunal or any order or sanction of any governmental or other regulatory body which is reasonably likely to have a Material Adverse Effect has been made against it or against any of its agencies.

No breach of laws

* + 1. It has not (and none of its agencies has) breached any law or regulation which would materially impair its ability to perform its obligations under the Finance Documents.
    2. No labour disputes which would materially impair its ability to perform its obligations under the Finance Documents, are current or, to the best of its knowledge and belief (having made due and careful enquiry), threatened against the Borrower or any of its agencies.

Environmental laws

* + 1. The Borrower and each of its agencies is in compliance with Clause 20.5 (*Environmental compliance*) and, to the best of its knowledge and belief (having made due and careful enquiry), no circumstances have occurred which would prevent such compliance.
    2. No Environmental Claim has been commenced or (to the best of its knowledge and belief (having made due and careful enquiry)) is threatened against the Borrower or any of its agencies.

FATCA

* + 1. No payment made or to be made by the Borrower under the Finance Documents is US source for US federal income tax purposes.
    2. The Borrower is not a “foreign financial institution” as defined in FATCA and any current or future regulations or agreements thereunder or official interpretations thereof or any law implementing an intergovernmental approach thereto.

Anti-corruption laws and Anti-Money Laundering Laws

* + 1. The Borrower and each agency of the Borrower has conducted its businesses in compliance with Anti-Corruption Laws and Anti-Money Laundering Laws and has instituted and maintains as at the date of this Agreement policies and procedures designed to promote and achieve compliance with such laws.
    2. Neither the Borrower nor any agency of the Borrower (nor, to the best of its knowledge and belief (having made due and careful enquiry) any agent, employee or officer acting in relation to the transaction on behalf of the Borrower, any minister acting on behalf of the Borrower or the Borrower or any of its agencies) has made or received, or directed or authorised any other person to make or receive, any offer, payment or promise to pay, of any money, gift or other thing of value, directly or indirectly, to or for the use or benefit of any person, where this violates or would violate, or creates or would create liability for it or any other person under, any Anti-Corruption Laws or Anti-Money Laundering Laws.
    3. Neither the Borrower, nor any of its agencies (nor to the best of its knowledge and belief (having made due and careful enquiry) any agent, minister, employee or officer acting on behalf of the Borrower and the Borrower or any of its agencies):
       1. is currently under charge in any court or formally under investigation by any agency or public prosecutors, or party to any proceedings, in each case for violation of, or in relation to, any Anti-Corruption Laws or Anti-Money Laundering Laws;
       2. within a five-year period preceding the date of this Agreement, has been convicted in any court for violation of any Anti-Corruption Laws or Anti-Money Laundering Laws, been subject to equivalent measures or been found as part of a publicly available arbitral award to have engaged in bribery (including deferred or non-prosecution agreements, or admission/self-reporting).

No funds of illicit origin

* + 1. No investment and no payments made and/or received by the Borrower or by any other natural or legal person acting on its behalf pursuant to, or in respect of, the Finance Documents or the Borrower’s corporate activity have been funded out of funds of Illicit Origin.
    2. The Loan under this Agreement will not be used to finance the acquisition of equipment or sectors under embargo decisions of the United Nations, the World Bank, the European Union, Italy or the United States of America.

No illegitimate fees

Any commission or fee paid, or agreed to be paid, by it or any agency of the Borrower to any natural or legal person acting on behalf of the Borrower, or any agency of the Borrower in connection with the transaction, is, or will be, for legitimate services only.

Good title to assets

It and each of its agencies has a good, valid and marketable title to, or valid leases or licences of, and all appropriate Authorisations to use, the assets necessary to carry on its business as presently conducted.

No Adverse Consequences

* + 1. It is not necessary under the laws of its Relevant Jurisdiction:
       1. in order to enable any Finance Party or Italian Guarantee Provider to enforce its rights under any Finance Document; or
       2. by reason of the execution of any Finance Document or the performance by it of its obligations under any Finance Document,

that any Finance Party or Italian Guarantee Provider should be licensed, qualified or otherwise entitled to carry on business in any of its Relevant Jurisdiction.

* + 1. No Finance Party or Italian Guarantee Provider is or will be deemed to be resident, domiciled or carrying on business in its Relevant Jurisdiction by reason only of the execution, performance and/or enforcement of any Finance Document.

Public procurement

All public procurement rules in the Republic of Serbia which are applicable to the entry by the Borrower into and the exercise of its rights and performance of its obligations under the Finance Documents to which it is a party have been complied with or have been irrevocably and unconditionally waived by the relevant authorities in the Republic of Serbia.

No immunity

In any proceedings taken in Serbia in relation to the Finance Documents, it will not be entitled to claim for itself or any of its assets immunity from execution, attachment or other legal process except for any of the following assets owned by the Borrower which are:

* + 1. "premises of the mission" as such term is defined in the Vienna Convention on Diplomatic Relations signed in 1961;
    2. "consular premises" as such term is defined in the Vienna Convention on Consular Relations signed in 1963;
    3. assets that cannot be in commerce;
    4. military property or military assets and buildings, weapons or equipment designated for defence, state and public security;
    5. receivables the assignment of which is restricted by law;
    6. natural resources, common use items, grids in public ownership, river basin land and water facilities in public ownership, protected natural heritage in public ownership and cultural heritage in public ownership;
    7. real estate in public ownership which is, partly or entirely, used by the authorities of the Republic of Serbia, autonomous provinces or local self-government for the purpose of exercising their rights and duties;
    8. the state’s, autonomous province’s or local government’s stocks and shares in companies and public enterprises, unless the relevant entity consented to the establishment of a pledge over such stocks or shares;
    9. movable or immovable assets of health institutions, unless a mortgage was established based on the Government’s decision; or
    10. other assets exempt from enforcement by law or international treaties,

(all such assets, revenues or properties referred to in paragraphs (a) – (j) above, together, "**Excluded Assets**").

Private and commercial acts

The Borrower is subject to civil and commercial law with respect to its obligations under the Finance Documents and its execution of the Finance Documents to which it is a party constitutes, and its exercise of its rights and performance of its obligations thereunder will constitute, private and commercial acts (as opposed to governmental, public or administrative acts) done and performed for private and commercial purposes.

Exchange controls

* + 1. Under the laws of the Republic of Serbia, all payments to be made under the Finance Documents may be freely transferred out of the Republic of Serbia and may be paid in, or freely converted into, euro.
    2. The Borrower has obtained all foreign exchange control approvals or such other Authorisations as are required to assure the availability of euro to enable the Borrower to perform all of its obligations under the Finance Documents.
    3. There are no restrictions or requirements currently in effect that limit the availability or transfer of foreign exchange which would restrict the ability of the Borrower to perform its obligations under any Finance Document.

Debt repayment suspension initiative

The Financial Indebtedness owed by the Borrower to the Lenders is not subject to any debt repayment suspension initiative or programme by the IMF and the World Bank.

Debt Relief

No indebtedness of the Borrower under any Finance Document constitutes, or will constitute, “qualifying debt” within the meaning of the Debt Relief (Developing Countries) Act 2010.

Budget and limits

* + 1. The funds necessary for the payment of all of the obligations of the Borrower under the Finance Documents in respect of the relevant period have been provided for under the law approving the budget of the Republic of Serbia (*Zakon o budžetu Republike Srbije*) for that year.
    2. Its borrowings and guarantees are within limits (if any) under the applicable laws of the Relevant Jurisdiction or set by the IMF, the World Bank and applicable international treaties.

International Monetary Assets

* + 1. The Republic of Serbia and the Central Bank have full ownership, power, control and authority to use the International Monetary Assets.
    2. The Borrower has fully disposable to it part of the available International Monetary Assets for the satisfaction and discharge of its obligations under the Finance Documents and does not require any licence or any other Authorisation of any person or agency to use such part of the International Monetary Assets.
    3. The Republic of Serbia is the beneficial owner of the International Monetary Assets.
    4. The Central Bank is the central bank and monetary authority of the Republic of Serbia that is empowered to hold and manage the International Monetary Assets, including the part of the International Monetary Assets that is fully disposable by the Borrower, in a manner that contributes to the due performance of the Republic of Serbia’s foreign debt obligations, which will include the obligations under the Finance Documents.

Sanctions

* + 1. Save as disclosed in writing to the Finance Parties prior to the date of this Agreement, neither it nor any agency of the Borrower nor any of its or their respective ministers, officers, agents, or employees nor any third party that it causes to be involved in the activities to which this Agreement relates is a Sanctioned Person.
    2. None of the individuals disclosed in writing to the Finance Parties as per paragraph (а) above are involved, directly or indirectly, in the negotiation and execution of any of the Finance Documents, the utilization, the use of the proceeds or any other activities connected to this Agreement in any manner whatsoever nor will they be involved in any activities connected to this Agreement in any manner whatsoever during the life of the Agreement.

External Indebtedness

* + 1. The Borrower is not in breach of or in default under any document or agreement relating to External Indebtedness which is binding on it or any of its assets.
    2. Borrowing the Total Commitments will not cause any borrowing limit binding on the Borrower to be exceeded, including any limit imposed by the Parliament of the Republic of Serbia in the relevant annual budget law of the Republic of Serbia.

IMF

The Borrower is a member in good standing and is fully eligible to use the general resources of the IMF and is able to draw or make use of funds available to it under any IMF funding programme applicable to it and no such programme has been cancelled or suspended.

Sustainable Lending

The Loan and the transaction to be financed out of the proceeds of the Loan as provided for under this Agreement are applicable for the Republic of Serbia for official export credit transactions involving public obligors or publicly-guaranteed obligors in lower-income countries.

Social Matters

The Borrower represents and warrants that it has conducted, and undertakes to conduct, its activities in compliance with applicable human rights and social laws, regulations and recommendations, including the Minimum Safeguards.

Repetition

The Repeating Representations are deemed to be made by the Borrower by reference to the facts and circumstances then existing on the date of the Utilisation Request and the first day of each Interest Period.

1. Information Undertakings

The undertakings in this Clause 19 (*Information Undertakings*) remain in force from the date of this Agreement for so long as any amount is outstanding under the Finance Documents or any Commitment is in force.

Budget

The Borrower shall deliver to the Agent, in a form acceptable to the Agent (in sufficient copies for all the Lenders), as soon as the same become available, but in any event within 30 days after their enactment, a copy of the law approving the budget of the Republic of Serbia (*Zakon o budžetu Republike Srbije*) for each calendar year.

Anti-corruption and anti-money laundering information

Unless such disclosure would constitute a breach of any applicable law or regulation, the Borrower shall supply to the Agent (in sufficient copies for all the Lenders and Italian Guarantee Providers, if the Agent so requests):

* + 1. promptly upon becoming aware of them, the details of any actual or potential violation by, or creation of liability for, the Borrower or any of its agencies or any agent, minister, employee or officer of the Borrower or any of its agencies (or any counterparty of any such person in relation to any transaction contemplated by a Finance Document) of or in relation to any Anti-Corruption Laws or Anti-Money Laundering Laws, or of any investigation or proceedings relating to the same;
    2. copies of any correspondence delivered to, or received from, any regulatory authorities in relation to any matter referred to in paragraph (a) above at the same time as they are dispatched or promptly upon receipt (as the case may be); and
    3. promptly upon request by any Finance Party (through the Agent), such further information relating to any matter referred to in paragraphs (a) and (b) above as that Finance Party may reasonably require.

Information: Miscellaneous

The Borrower shall supply to the Agent (in sufficient copies for all the Lenders and Italian Guarantee Providers, if the Agent so requests):

* + 1. all documents dispatched by the Borrower to External Indebtedness creditors generally at the same time as they are dispatched;
    2. promptly upon becoming aware of them, the details of any litigation, arbitration or administrative proceedings which are current, threatened or pending against the Borrower or any of its agencies, and which might, if adversely determined, have a Material Adverse Effect;
    3. promptly upon becoming aware of them, the details of any judgment or order of a court, arbitral body or agency which is made against the Borrower or any of its agencies and which might have a Material Adverse Effect;
    4. promptly, details of any law, decree or regulation in Serbia which will or could reasonably be expected to materially and adversely affect the Borrower’s ability to perform its payment obligations under the Finance Documents;
    5. promptly, such further information as SACE requests from the SACE Agent; and
       1. the earlier of (x) the date on which all the proceeds of the Facility have been allocated by the Borrower and (y) the date falling 12 months after the date of this agreement; and
       2. on the date falling 24 months after the date of this Agreement if not all of the proceeds of the Facility have been allocated by the Borrower by the date falling 12 months after the date of this agreement,

a statement in respect of all the allocation of the proceeds in the form set out in Schedule 8 (*Form of statements*) hereto.

Notification of default

* + 1. The Borrower shall notify the Agent of any Default (and the steps, if any, being taken to remedy it) promptly upon becoming aware of its occurrence.
    2. Promptly upon a request by the Agent, the Borrower shall supply to the Agent a certificate signed by a Borrower Authorised Signatory certifying that no Default is continuing (or if a Default is continuing, specifying the Default and the steps, if any, being taken to remedy it).

Change in the relevant law

The Borrower shall notify, promptly upon becoming aware of it, any change in the applicable law or regulation (including, without limitation, the Constitution (*Ustav*) of the Republic of Serbia, any statute (*zakon*), or implementing regulation (*podzakonski* *akt*)), or the enactment, promulgation, issuance of a new law, decree or regulation (including, without limitation, the Constitution (*Ustav*) of the Republic of Serbia, any statute (*zakon*), or implementing regulation (*podzakonski* *akt*)) which will or may adversely affect the ability of the Borrower to perform its obligations under the Finance Documents to which it is a party or the rights of any Finance Party or Italian Guarantee Provider.

Sanctions

The Borrower shall immediately notify SACE and the Agent in writing of any circumstances that result in the representations and warranties under Clause 18.31 (*Sanctions*) or any information otherwise provided to any Italian Guarantee Provider or to any Lender in relation to Sanctions becoming inaccurate or incorrect or incomplete.

Direct electronic delivery by Borrower

The Borrower may satisfy its obligation under this Agreement to deliver any information in relation to a Lender by delivering that information directly to that Lender in accordance with Clause 31.5 (*Electronic communication*) to the extent that Lender and the Agent agree to this method of delivery.

"Know Your Customer" Checks

* + 1. If:
       1. the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation made after the date of this Agreement;
       2. any change in the status of the Borrower after the date of this Agreement; or
       3. a proposed assignment or transfer by a Lender of any of its rights and obligations under this Agreement to a party that is not a Lender prior to such assignment or transfer,

obliges the Agent or any Lender (or, in the case of paragraph (iii) above, any prospective new Lender) or any Italian Guarantee Provider to comply with "know your customer" or similar identification procedures in circumstances where the necessary information is not already available to it, the Borrower shall promptly upon the request of the Agent or any Lender or SACE (through the Agent or directly) supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Agent (for itself or on behalf of any Lender or any Italian Guarantee Provider) or any Lender (for itself or, in the case of the event described in paragraph (iii) above, on behalf of any prospective new Lender) in order for any Italian Guarantee Provider, the Agent, such Lender or, in the case of the event described in paragraph (iii) above any prospective new Lender or any Italian Guarantee Provider to carry out and be satisfied it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations pursuant to the transactions contemplated in the Finance Documents.

* + 1. The Borrower shall promptly upon the request of the Agent, any Lender or SACE supply, or procure the supply of, such documentation as is reasonably requested by the Agent (for itself or on behalf of any Lender or SACE), any Lender (for itself or on behalf of any prospective new Lender or SACE) or SACE, in order for the Agent, such Lender, any prospective new Lender or SACE, to carry out and be satisfied it has complied with all necessary identification and verification checks or other similar checks under all applicable laws and regulations, including checks (but not limited to) to be carried out by the Lender, SACE or the Agent pursuant to anti-money laundering, terrorist financing and sanctions and embargoes laws and regulations with regards to the transaction contemplated in the Finance Documents.
    2. Each Lender shall promptly , upon the request of the Agent (for itself or on behalf of any Italian Guarantee Provider), supply, or procure the supply of such documentation and other evidence as is reasonably requested by the Agent (for itself or on behalf of any Italian Guarantee Provider) in order for the Agent or any Italian Guarantee Provider to carry out and be satisfied it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations pursuant to the transactions contemplated in the Finance Documents and the SACE Guarantee.

1. General Undertakings

The undertakings in this Clause 20 (*General Undertakings*) remain in force from the date of this Agreement for so long as any amount is outstanding under the Finance Documents or any Commitment is in force.

Authorisations

The Borrower shall promptly:

* + 1. obtain, comply with and do all that is necessary to maintain in full force and effect; and
    2. supply certified copies to the Agent of,

any Authorisation required under any law or regulation of the Relevant Jurisdiction to:

* + - 1. enable it to perform its obligations under the Finance Documents;
      2. ensure the legality, validity, enforceability or admissibility in evidence in the Relevant Jurisdiction of any Finance Document;
      3. (if applicable) ensure that the Borrower may fully dispose of any foreign currency reserves in order to perform its obligations under the Finance Documents; and
      4. carry on its business and activities.

Compliance with laws

The Borrower shall comply in all respects with all laws to which it may be subject.

IMF

The Borrower shall fulfil its obligations as a member of the IMF and IBRD (or any successor of the IMF or IBRD) at all times.

Negative pledge

The Borrower shall not create or allow to exist any Security now or in the future over any International Monetary Assets in respect of External Indebtedness of the Borrower, unless the prior written consent of the Lenders and the Italian Guarantee Providers is obtained.

Disposals

* + 1. The Borrower shall not transfer or permit the transfer of any International Monetary Assets to any agency:
       1. for the purpose of avoiding the negative pledge in Clause 20.4 (*Negative Pledge*); or
       2. if the transfer would impair its ability to perform its obligations under the Finance Documents,

other than:

* + - * 1. disposals in the ordinary course of trading;
        2. disposals of assets (otherwise than in the ordinary course of business) for full cash considerations;
        3. disposals of assets in exchange for other assets comparable or superior as to type, value or quality;
        4. disposals of cash raised or borrowed for the purpose for which it was raised or borrowed;
        5. disposals with the prior written consent of the Agent; and
        6. any other disposal for full value of an asset unless such disposal might (in the opinion of the Majority Lenders) have a Material Adverse Effect.

Environmental compliance

The Borrower shall (and shall ensure that the Borrower and each of its agencies will):

* + 1. comply with all Environmental Laws;
    2. obtain, maintain and ensure compliance with all requisite Environmental Permits;
    3. implement procedures to monitor compliance with and to prevent liability under any Environmental Law.

Environmental Claims

The Borrower shall promptly upon becoming aware of the same, inform the Agent in writing of:

* + 1. any Environmental Claim against the Borrower or any of its agencies which is current, pending or threatened; and
    2. any facts or circumstances which are reasonably likely to result in any Environmental Claim being commenced or threatened against the Borrower or any of its agencies.

Anti-corruption laws and Anti-Money Laundering Laws

* + 1. Neither the Borrower nor any other natural or legal person acting on its behalf shall (and the Borrower shall ensure that no agency of the Borrower will) directly or indirectly use the proceeds of the Facility for any purpose which would breach any Anti-Corruption Laws or Anti-Money Laundering Laws.
    2. Neither the Borrower nor its any agent, minister, employee or officer or any other natural or legal person acting on its behalf shall (and the Borrower shall ensure that no agency of the Borrower will) make or receive, or direct or authorise any other person to make or receive, any offer, payment or promise to pay, of any money, gift or other thing of value, directly or indirectly, to or for the use or benefit of any person, where this violates or would violate, or creates or would create liability for it or any other person under, any Anti-Corruption Laws or Anti-Money Laundering Laws.
    3. The Borrower shall (and shall ensure that each agency of the Borrower will):
       1. conduct its businesses in compliance with applicable Anti-Corruption Laws and Anti-Money Laundering Laws;
       2. maintain policies and procedures designed to promote and achieve compliance with such laws; and
       3. take all reasonable and prudent steps to ensure that each of its agents, ministers, employees and officers or any other person acting on its behalf comply with such laws including, without limitation, taking, maintaining and documenting appropriate internal corrective and preventative measures, adequate anti-bribery management control systems and audit controls.
    4. The Borrower shall:
       1. ensure that no Prohibited Payments shall be received, made or provided, directly or indirectly, by (or on behalf of) the Borrower; and
       2. use reasonable endeavours to procure that no Prohibited Payments shall be received, made or provided, directly or indirectly, by (or on behalf of) the Borrower, or any of its officers or ministers to, or for the benefit of, any authority (or any official, officer, minister, agent or key employee of, or other person with management responsibilities in, any authority),

in connection with any Finance Document.

No illicit payment

No payments made or received by the Borrower, or any other natural or legal person acting on its behalf, in respect of amounts due under this Agreement or any other Finance Document shall be funded out of funds of Illicit Origin.

Pari passu ranking

The Borrower shall ensure that at all times any unsecured and unsubordinated claims of a Finance Party against it under the Finance Documents rank at least *pari passu* with the claims of all its other unsecured and unsubordinated creditors except those creditors whose claims are mandatorily preferred by laws of general application to companies.

* 1. **Filing and reporting requirements**
     1. The Borrower shall register, promptly after the Utilisation, the relevant details of this Agreement in the public debt records kept by the Public Debt Administration of the Ministry of Finance of the Republic of Serbia.
     2. The Borrower shall comply with all of its reporting obligations to the Central Bank in connection with this Agreement pursuant to the Foreign Exchange Act (*Zakon o deviznom poslovanju*, Official Gazette of the Republic of Serbia nos. 62/2006, 31/2011, 119/2012, 139/2014 and 30/2018) and its implementing regulations, or any other legislation or regulation that may amend, supplement or replace the foregoing.

Budget and limits

* + 1. The Borrower shall include all amounts due and payable or that will fall due and payable to the Finance Parties under the Finance Documents during a calendar year in the law approving the budget of the Republic of Serbia (*Zakon o budžetu Republike Srbije*) for that year and its budgets statements and other financial plans for that calendar year and shall ensure that there will at no time be any restriction on the ability of the Borrower to meet its obligations under the Finance Documents.
    2. The Borrower shall ensure that, at all times, its borrowings and guarantees remain within any limit under the applicable laws of the Relevant Jurisdiction.

Public procurement

The Borrower shall ensure that at all times all public procurement rules in the Republic of Serbia which are applicable to its entry into and the exercise of its rights and performance of its obligations under the Finance Documents are complied with or irrevocably and unconditionally waived by the relevant authorities in that jurisdiction.

Use of Proceeds

The Borrower shall not use the proceeds of the Loan for purposes other than that set out in Clause 3.1 (*Purpose*).

Application of FATCA

The Borrower shall procure that, unless otherwise agreed by all the Finance Parties, they shall not become a foreign financial institution as defined in FATCA and that no payment made or to be made by the Borrower is US source for US federal income tax purposes.

Most Favoured Creditor

* + 1. The Borrower agrees that it shall not, at any time while any part of the Loan is outstanding, without the consent of the Lenders and the Italian Guarantee Providers enter into an agreement which contains *pari passu* provisions, negative pledge provisions or cross default provisions, more favourable to the lenders or finance parties under such facilities than the relevant provisions contained in this Agreement.
    2. The Borrower shall ensure that if, subject to the consent of the Lenders and the Italian Guarantee Providers pursuant to paragraph (a) above, it enters into any agreement containing *pari passu* provisions, negative pledge provisions or cross default provisions which are more favourable to the lenders than the relevant provisions contained in this Agreement, this Agreement shall be deemed amended so that such more favourable *pari passu* provisions, negative pledge provisions or cross default provisions are granted to the Lenders pursuant to this Agreement.

Sanctions

* + 1. The Borrower will not, directly or indirectly, use the proceeds of the Loan, or allow these proceeds to be used, or lend, contribute or otherwise make available such proceeds to any person, to fund, participate or contribute to any activities or business of, with or related to (or otherwise to make funds available to or for the benefit of) and for the avoidance of doubt to make payments in USD, any person who is a Sanctioned Person or in any Sanctioned Country, or in any other manner that will result in a violation by any person (including any person participating in the transaction) of Sanctions.
    2. Upon reasonable request by SACE, the Borrower shall provide prompt cooperation in verifying the accuracy and truthfulness of the representations and warranties under Clause 18.31 (*Sanctions*), or any information otherwise provided to SACE in relation to Sanctions.
    3. The Borrower shall ensure that it shall not use any revenue or benefit derived from any activity or dealing with a Sanctioned Person for the purpose of discharging amounts owing to any Finance Party in respect of the Facility.
    4. The Borrower shall implement and maintain appropriate safeguards designed to prevent any action that would be contrary to paragraph (a) or (c) above.
    5. The Borrower shall promptly, upon becoming aware of the same, supply to the Agent details of any claim, action, suit, proceedings or investigation against it with respect to Sanctions.

Preservation of the SACE Guarantee

The Borrower shall take any commercially reasonable action necessary to enable the Lenders to obtain the full support of each Italian Guarantee Provider as provided for in the SACE Guarantee.

Italian match making events

As far as permitted by and in compliance with applicable laws, the Borrower undertakes on a best effort basis to, and in accordance with the Push Letter:

* + - 1. promote through the relevant Serbian ministries and agencies, business-matching activities between Italian and Serbian counterparties, organised by SACE or other institutions indicated by SACE in Italy and/or abroad, to foster the dialogue with Italian companies and potential partners of relevance and which, if regular business travel is not possible, may take place through online platforms (the “**Business Matching Activities'**);
      2. attend these Business-Matching Activities;
      3. invite the State-owned entities listed in the Push Letter ("**SOEs**") to these Business Matching Activities;
      4. procure that at least one SOE - to be selected by the Borrower in consultation with SACE - will attend, at least one Business Matching Activity per year;
      5. hold periodic consultations involving SACE and the SOEs, to identify prospects for procurement opportunities for Italian companies;
      6. support, whenever possible, the invitation of Italian companies by the SOEs to participate in bidding and tender processes in relation to these Italian companies’ services and/or products; and
      7. procure that the SOEs will register on the online SACE platform which aim at supporting business matching opportunities between Italian companies and non-Italian potential buyers ("SACE Connects").

Access

* + 1. If a Default is continuing or the Agent reasonably suspects a Default is continuing or may occur, the Borrower shall, and shall ensure that the Borrower and each of its agencies will (not more than once in every financial year unless the Agent reasonably suspects a Default is continuing or may occur) permit the Agent and/or accountants or other professional advisers and contractors of the Agent free access at all reasonable times and on reasonable notice at the risk and cost of the Borrower to meet and discuss matters with senior officials of the Borrower and its agencies.
    2. At the request of the Finance Parties, the Borrower shall promptly make available copies of all invoices, contracts, evidences, records and other documents relating to the Finance Documents and to any activity financed through the Loan , during normal business hours, or at other reasonable times, and upon reasonable prior notice, permit the Lender and the Agent and SACE (and their agents, accountants or other professional advisers) and provide reasonable assistance and cooperation to have free access to, verify and inspect such documentation and carry out any other inspections or verifications to assess whether the proceeds of the Loan have been used in compliance with the purpose of the Facility. The Borrower shall co-operate with and provide all reasonable assistance in connection with any such visit and/or inspection.

1. Events of Default

Each of the events or circumstances set out in this Clause 21 (*Events of Default*) is an Event of Default (save for Clause 21.20 (*Acceleration*)).

Non-Payment

The Borrower does not pay on the due date any amount payable pursuant to a Finance Document at the place and in the currency in which it is expressed to be payable unless:

* + 1. its failure to pay is caused by:
       1. administrative or technical error; or
       2. a Disruption Event; and
    2. payment is made within 3 Business Days of its due date.

Other obligations

* + 1. The Borrower does not comply with any provision of the Finance Documents (other than those referred to in Clause 21.1 (*Non-Payment*)).
    2. No Event of Default under paragraph (a) above will occur if the failure to comply is capable of remedy and is remedied within ten (10) Business Days of the earlier of:
       1. the Agent giving notice to the Borrower; and
       2. the Borrower becoming aware of the failure to comply.

Misrepresentation

Any representation or statement made or deemed to be made by the Borrower in the Finance Documents, any certificate or letter provided in connection with the Finance Documents or the SACE Guarantee or any other document delivered by or on behalf of the Borrower under or in connection with any Finance Document or the SACE Guarantee is or proves to have been incorrect or misleading when made or deemed to be made.

Cross default

* + 1. Any External Indebtedness of the Borrower or any of its agencies is not paid when due nor within any originally applicable grace period.
    2. Any External Indebtedness of the Borrower or any of its agencies is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default (however described).
    3. Any commitment for any External Indebtedness of the Borrower or any of its agencies is cancelled or suspended by a creditor of the Borrower or any of its agencies as a result of an event of default (however described).
    4. Any creditor of any member of the Borrower or any of its agencies becomes entitled to declare any External Indebtedness of the Borrower or any of its agencies due and payable prior to its specified maturity as a result of an event of default (however described).
    5. No Event of Default will occur under this Clause 21.4 (*Cross default*) if the aggregate amount of External Indebtedness or commitment for External Indebtedness falling within paragraphs (a) to (d) above is less than EUR 15,000,000 or its equivalent in any other currency or currencies).

Creditors’ process

Any expropriation, attachment, sequestration, distress or execution or any analogous process in any jurisdiction affects any asset or assets of the Borrower or any agencies having an aggregate value of EUR 5,000,000 or more and is not discharged within 30 days.

Insolvency

The Borrower or any of its agencies:

* + - 1. is unable or admits inability to pay its debts as they fall due; or
      2. suspends making payments on any of its debts.

Moratorium

A moratorium is declared or de facto comes into effect in respect of any External Indebtedness of the Borrower or any of its agencies or the Borrower or any of its agencies readjusts or reschedules any External Indebtedness or commences negotiations with any one or more of its, or any of its agencies’, External Indebtedness creditors with a view to the general readjustment or rescheduling of its indebtedness.

Failure to comply with court judgment or arbitral award

The Borrower or any of its agencies fails to comply with or pay by the required time any sum due from it under any final judgment or any final order made or given by a court or arbitral tribunal or other arbitral body, in each case of competent jurisdiction.

Unlawfulness and invalidity

* + 1. It is or becomes unlawful for the Borrower to perform any of its obligations under the Finance Documents.
    2. Any obligation or obligations of the Borrower under any Finance Documents are not or cease to be legal, valid, binding or enforceable and the cessation individually or cumulatively materially and adversely affects the interests of the Lenders under the Finance Documents.
    3. Any Finance Document ceases to be in full force and effect or is alleged by a party to it (other than a Finance Party) to be ineffective.

Validity and Admissibility

At any time any act, condition or thing required to be done, fulfilled or performed in order:

* + 1. to enable the Borrower lawfully to enter into, exercise its rights under and perform and comply with the obligations expressed to be assumed by it in the Finance Documents;
    2. to ensure that the obligations expressed to be assumed by the Borrower in the Finance Documents are legal, valid, binding and enforceable; or
    3. to make the Finance Documents admissible in evidence in the Republic of Serbia,

is not done, fulfilled or performed.

Repudiation and rescission of agreements

The Borrower rescinds or purports to rescind or repudiates or purports to repudiate a Finance Document or evidences an intention to rescind or repudiate a Finance Document.

Litigation

Any litigation, arbitration, administrative, governmental, regulatory or other investigation, proceeding or dispute is commenced or threatened, or any judgment or order of a court, arbitral tribunal or agency is made:

* + 1. in relation to the Finance Documents or the transactions contemplated in the Finance Documents; or
    2. otherwise against the Borrower or any of its agencies or its assets (or against the ministers of the Borrower or any of its agencies),

which (in each case) is reasonably likely to have or has a Material Adverse Effect.

Convertibility/Transferability

Any foreign exchange law is amended, enacted or introduced or is reasonably likely to be amended, enacted or introduced in the Republic of Serbia that (in the opinion of the Majority Lenders):

* + 1. has or is reasonably likely to have the effect of prohibiting, or restricting or delaying in any material respect any payment that the Borrower is required to make pursuant to the terms of any of the Finance Documents; or
    2. is materially prejudicial to the interests of the Finance Parties under or in connection with any of the Finance Documents.

Political and economic risk

A deterioration occurs in the political or economic situation generally in the Republic of Serbia, or an act of war or hostilities, invasion, armed conflict or act of foreign enemy, revolution, insurrection, insurgency or threat thereof occurs in or involving the Republic of Serbia, unless (in any such case) this does not and will not have a Material Adverse Effect.

Material Adverse Change

Any event or circumstance occurs which the Majority Lenders reasonably believe has or is reasonably likely to have a Material Adverse Effect.

IMF

The Republic of Serbia is not or ceases to be a member in good standing or is no longer fully eligible to use the general resources of the IMF or is unable for any reason to draw or make use of funds available to it under any IMF funding programme or any such programme is cancelled or suspended.

Governmental actions

Legislation is enacted or any action or decision is taken or proceedings commenced that:

* + 1. prohibits, prevents or restrain (in whole or in part) the transactions contemplated under the Finance Documents or the performance by the Borrower of its obligations under the Finance Documents; or
    2. imposes any reserve requirement on the flow of funds to or from the Finance Parties; or
    3. declares payments in local currency of the Republic of Serbia to be valid discharge of the Borrower’s payment obligations hereunder.

Gold and foreign exchange reserves

The Borrower and the Central Bank cease to be empowered to own, deal in and authorise the transfer abroad of gold and foreign exchange independently and under its own responsibility.

Waiver of immunity

The Borrower claims for itself, or any of its assets (other than the Excluded Assets), immunity from suit, execution or other legal process on the grounds of sovereignty or otherwise in breach of Clause 44 (*Waiver of Immunity*) hereof.

Acceleration

* + 1. On and at any time after the occurrence of an Event of Default the Agent may, and shall if so directed by the Majority Lenders, by notice to the Borrower:
       1. cancel each Available Commitment of each Lender whereupon each such Available Commitment shall immediately be cancelled and the Facility shall immediately cease to be available for further utilisation;
       2. declare that all or part of the Loan, together with accrued interest, and all other amounts accrued or outstanding under the Finance Documents be immediately due and payable, whereupon they shall become immediately due and payable; and/or
       3. declare that all or part of the Loan be payable on demand, whereupon they shall immediately become payable on demand by the Agent on the instructions of the Majority Lenders.
    2. The remedies stated in the Clause 21.20 (*Acceleration*) shall be without prejudice to the rights of the Lenders to make claims under and enforce the SACE Guarantee.

1. Changes to the Lenders

Assignments and Transfers by the Lenders

* + 1. Subject to this Clause 22 (*Changes to the Lenders*) a Lender (the "**Existing Lender**") may:
       1. assign any of its rights;
       2. enter into any participation or sub-participation in respect of any of its rights and obligations; or
       3. transfer by novation any of its rights and obligations,

to:

* + - * 1. any Italian Guarantee Provider;
        2. any person specified by any Italian Guarantee Provider as part of a SACE Transfer;
        3. any risk mitigation provider;
        4. another bank or financial institution or to a trust, fund, insurance or reinsurance company or other entity which is regularly engaged in or established for the purpose of making, purchasing or investing in loans, securities or other financial assets; and/or
        5. any affiliate, insurers, reinsurers, any funding vehicle established and managed (or the assets of which are serviced or managed) by a Lender or any third party, for the purpose of securitizing or otherwise funding loans,

(the "**New Lender**").

* + 1. The consent of each Italian Guarantee Provider is required for an assignment or transfer by an Existing Lender.
    2. An Existing Lender shall not be obliged to consult with or obtain the consent of the Borrower before it may make a transfer in accordance with paragraph (a).
    3. The Borrower shall, within 3 Business Days of demand, reimburse the Agent and each Italian Guarantee Provider for the amount of any costs and expenses (including legal fees) reasonably incurred by the Agent or any Italian Guarantee Provider, in connection with any SACE Transfer.

Conditions of Assignment or Transfer

* + 1. An assignment or transfer of part of a Lender's participation in Commitments or the Loan (other than a SACE Transfer) must be in a minimum amount of 10,000,000 EUR.
    2. An assignment will only be effective on:
       1. receipt by the Agent (whether in the Assignment Agreement or otherwise) of written confirmation from the New Lender (in form and substance satisfactory to the Agent) that the New Lender will assume the same obligations to the other Finance Parties as it would have been under if it was an Original Lender (other than where such assignment constitutes a SACE Transfer); and
       2. performance by the Agent of all necessary "know your customer" or other similar checks under all applicable laws and regulations in relation to such assignment to a New Lender (other than where such assignment constitutes a SACE Transfer) the completion of which the Agent shall promptly notify to the Existing Lender and the New Lender.
    3. A transfer, other than a SACE Transfer, will only be effective if the procedure set out in Clause 22.5 (*Procedure for Transfer*) is complied with.
    4. If:
       1. a Lender assigns or transfers any of its rights or obligations under the Finance Documents or changes its Facility Office; and
       2. as a result of circumstances existing at the date the assignment, transfer or change occurs, the Borrower would be obliged to make a payment to the New Lender or Lender acting through its new Facility Office under Clause 13.2 (*Tax Gross Up*) or under Clause 14 (*Increased Costs*),

then the New Lender or Lender acting through its new Facility Office is only entitled to receive payment under those Clauses to the same extent as the Existing Lender or Lender acting through its previous Facility Office would have been if the assignment, transfer or change had not occurred. This paragraph (d) shall not apply in respect of an assignment or transfer made in the ordinary course of the primary syndication of the Facility or in respect of a SACE Transfer

* + 1. Each New Lender, by executing the relevant Transfer Certificate or Assignment Agreement, confirms, for the avoidance of doubt, that the Agent has authority to execute on its behalf any amendment or waiver that has been approved by or on behalf of the requisite Lender or Lenders in accordance with this Agreement on or prior to the date on which the transfer or assignment becomes effective in accordance with this Agreement and that it is bound by that decision to the same extent as the Existing Lender would have been had it remained a Lender.
    2. In addition to the other rights provided to Lenders under this Clause 22 (*Changes to the Lenders*), each Lender may, without consulting with, or obtaining the consent of, the Borrower at any time, assign or transfer its rights under this Agreement and each other Finance Document or transfer its entire participation to SACE and any person specified by SACE, if such assignment or transfer constitutes a SACE Transfer, it being understood that any limitations, conditions, formalities or requirements set forth in the Finance Documents shall not apply with respect to a SACE Transfer and/or with respect to the subrogation of SACE.

Assignment or Transfer Fee

Other than in respect of a SACE Transfer, or an assignment or transfer made in connection with a primary syndication of the Facility, and unless the Agent otherwise agrees, the New Lender shall, on the date upon which an assignment or transfer takes effect, pay to (a) the Agent (for its own account) a fee of EUR 3,500 and (b) the SACE Agent (for its own account) a fee of EUR 1,500.

Limitation of Responsibility of Existing Lenders

* + 1. Unless expressly agreed to the contrary, an Existing Lender makes no representation or warranty and assumes no responsibility to a New Lender for:
       1. the legality, validity, effectiveness, adequacy or enforceability of the Finance Documents, the SACE Guarantee or any other documents;
       2. the financial condition of the Borrower;
       3. the performance and observance by the Borrower of its obligations under the Finance Documents or any other documents or the performance and observance by any Italian Guarantee Provider of its obligations under the SACE Guarantee or any other documents; or
       4. the accuracy of any statements (whether written or oral) made in or in connection with any Finance Document, the SACE Guarantee or any other document,

and any representations or warranties implied by law are excluded.

* + 1. Other than in respect of a SACE Transfer, each New Lender confirms to the Existing Lender and the other Finance Parties that it:
       1. has made (and shall continue to make) its own independent investigation and assessment of the financial condition and affairs of the Borrower and its related entities in connection with its participation in this Agreement, and has not relied exclusively on any information provided to it by the Existing Lender in connection with any Finance Document;
       2. will continue to make its own independent appraisal of the creditworthiness of the Borrower and its related entities whilst any amount is or may be outstanding under the Finance Documents or any Commitment is in force; and
       3. has made (and shall continue to make) its own independent investigation and assessment of the SACE Guarantee and has not relied exclusively on any information provided to it by the Existing Lender in connection with the SACE Guarantee.
    2. Nothing in any Finance Document obliges an Existing Lender to:
       1. accept a re-transfer or re-assignment from a New Lender of any of the rights and obligations assigned or transferred under this Clause 22 (*Changes to the Lenders*); or
       2. support any losses directly or indirectly incurred by the New Lender by reason of:
          1. the non-performance by the Borrower of its obligations under the Finance Documents; or
          2. any non-performance by an Italian Guarantee Provider of its obligations under the SACE Guarantee,

or otherwise.

Procedure for Transfer

* + 1. Subject to the conditions set out in Clause 22.2 (*Conditions of Assignment or Transfer*) a transfer is effected in accordance with paragraph (c) below when the Agent executes an otherwise duly completed Transfer Certificate delivered to it by the Existing Lender and the New Lender. The Agent shall, subject to paragraph (b) below, as soon as reasonably practicable after receipt by it of a duly completed Transfer Certificate appearing on its face to comply with the terms of this Agreement and delivered in accordance with the terms of this Agreement, execute that Transfer Certificate.
    2. The Agent shall only be obliged to execute a Transfer Certificate delivered to it by the Existing Lender and the New Lender once it is satisfied:
       1. it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations in relation to the transfer to such New Lender; and
       2. that SACE has consented to the transfer to such New Lender.
    3. Subject to Clause 22.10 (*Pro rata interest settlement*), on the Transfer Date:
       1. to the extent that in the Transfer Certificate the Existing Lender seeks to transfer by novation its rights and obligations under the Finance Documents the Borrower and the Existing Lender shall be released from further obligations towards one another under the Finance Documents and their respective rights against one another under the Finance Documents shall be cancelled (being the "**Discharged Rights and Obligations**");
       2. the Borrower and the New Lender shall assume obligations towards one another and/or acquire rights against one another which differ from the Discharged Rights and Obligations only insofar as the Borrower and the New Lender have assumed and/or acquired the same in place of the Borrower and the Existing Lender;
       3. the Agent, the SACE Agent, the Mandated Lead Arrangers, the Documentation Bank, the New Lender and other Lenders shall acquire the same rights and assume the same obligations between themselves as they would have acquired and assumed had the New Lender been an Original Lender with the rights and/or obligations acquired or assumed by it as a result of the transfer and to that extent the Agent, the SACE Agent, the Mandated Lead Arrangers, the Documentation Bank and the Existing Lender shall each be released from further obligations to each other under the Finance Documents; and
       4. the New Lender shall become a Party as a "**Lender**".
    4. This Clause 22.5 (*Procedure for Transfer*) shall not apply with respect to a transfer which constitutes a SACE Transfer.

Procedure for Assignment

* + 1. Subject to the conditions set out in Clause 22.2 (*Conditions of Assignment or Transfer*) an assignment may be effected in accordance with paragraph (c) below when the Agent executes an otherwise duly completed Assignment Agreement delivered to it by the Existing Lender and the New Lender. The Agent shall, subject to paragraph (b) below, as soon as reasonably practicable after receipt by it of a duly completed Assignment Agreement appearing on its face to comply with the terms of this Agreement and delivered in accordance with the terms of this Agreement, execute that Assignment Agreement.
    2. The Agent shall only be obliged to execute an Assignment Agreement delivered to it by the Existing Lender and the New Lender once it is satisfied:
       1. it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations in relation to the assignment to such New Lender; and
       2. that SACE has consented to the assignment to such New Lender.
    3. Subject to Clause 22.10 (*Pro rata interest settlement*), on the Transfer Date:
       1. the Existing Lender will assign absolutely to the New Lender its rights under the Finance Documents expressed to be the subject of the assignment in the Assignment Agreement;
       2. the Existing Lender will be released from the obligations (the "**Relevant Obligations**") expressed to be the subject of the release in the Assignment Agreement; and
       3. the New Lender shall become a Party as a "Lender" and will be bound by obligations equivalent to the Relevant Obligations.
    4. Lenders may utilise procedures other than those set out in this Clause 22.6 (*Procedure for Assignment*) to assign their rights under the Finance Documents (but not, without the consent of the Borrower or unless in accordance with Clause 22.5 (*Procedure for Transfer*), to obtain a release by the Borrower from the obligations owed to the Borrower by the Lenders nor the assumption of equivalent obligations by a New Lender) provided that they comply with the conditions set out in Clause 22.2 (*Conditions of Assignment or Transfer*).
    5. This Clause 22.6 (*Procedure for Assignment*) shall not apply with respect to an assignment which constitutes a SACE Transfer.

Copy of Transfer Certificate or Assignment Agreement to the Borrower

* + 1. The Agent shall, as soon as reasonably practicable after it has executed a Transfer Certificate or an Assignment Agreement, send to the Borrower a copy of that Transfer Certificate or Assignment Agreement.
    2. The Borrower shall, as soon as reasonably practicable after it has received a copy of the Transfer Certificate or Assignment Agreement, deliver to the Central Bank (copying the Agent) a properly completed and executed KZ-5 form (or any successor form) along with a written statement: (i) of acknowledgment of the transfer of the Lenders' rights under the Finance Documents, and (ii) (if applicable) consenting to the transfer of the Lenders' obligations under the Finance Documents for the purposes of reporting the change to the Lender.

Security over Lenders' Rights

* + 1. In addition to the other rights provided to Lenders under this Clause 22 (*Changes to the Lenders*), each Lender may without consulting with or obtaining consent from the Borrower (but subject to the consent of SACE) at any time charge, assign or otherwise create Security in or over (whether by way of collateral or otherwise) all or any of its rights under any Finance Document to secure obligations of that Lender including, without limitation:
       1. any charge, assignment or other Security to secure obligations to a federal reserve, any risk mitigation provider, or central bank; and
       2. in the case of any Lender which is a fund, any charge, assignment or other Security granted to any holders (or trustee or representatives of holders) of obligations owed, or securities issued, by that Lender as security for those obligations or securities,

except that no such charge, assignment or Security shall:

* + - * 1. release a Lender from any of its obligations under the Finance Documents or substitute the beneficiary of the relevant charge, assignment or Security for the Lender as a party to any of the Finance Documents; or
        2. require any payments to be made by the Borrower other than or in excess of, or grant to any person any more extensive rights than, those required to be made or granted to the relevant Lender under the Finance Documents.
    1. Notwithstanding any provision to the contrary, upon the enforcement of any charge, assignment or other Security referenced under paragraph (a) above, the beneficiary thereof (the “**Beneficiary**”) shall deliver notice of that enforcement to the Agent, such notice which shall take effect in accordance with its terms, and the Beneficiary shall, upon completion of the conditions referenced in paragraph (b)(ii) of Clause 22.2 (*Conditions of assignment or transfer*), become a Party as a New Lender in respect of the rights which are subject to that charge, assignment or Security.
    2. The Borrower undertakes to comply with all necessary formalities, if any, and take all steps necessary in order to ensure the enforceability, recognition or priority of the assignment, charge, pledge or Security granted over any Lender’s rights under or pursuant to this Clause 22.8 (*Security over Lenders' Rights*) and (as applicable) the enforcement thereof.

Assignment and transfers by the Italian Guarantee Providers

* + 1. SACE and/or the Italian State may assign or transfer all or any of its rights, benefits and/or interests in, under or in connection with the Finance Documents and the SACE Guarantee without the consent of the Borrower:
       1. to the Ministry of Economy and Finance of the Republic of Italy and/or any other entity specified Ministry of Economy and Finance of the Republic of Italy;
       2. to providers of reinsurance/counter-guarantee or any form of risk enhancement;
       3. pursuant to: (A) article 6 of the Italian law decree No. 269/2003 converted into Italian law No. 326/2003 and/or (B) article 2 of the Italian law decree No. 23/2020 converted into law No. 40/2020; and
       4. to any person following any payment under the SACE Guarantee.
    2. Nothing in the Finance Documents including without limitation in this Clause 22.9 (*Assignment and transfers by the Italian Guarantee Providers*) shall prejudice or otherwise limit the rights of any Lender to assign its rights, or transfer its rights and obligations, under, or in connection with, any Finance Document to SACE and/or the Italian State, or as directed by SACE and/or the Italian State or the rights of SACE and/or the Italian State to assign its rights, or transfer its rights and obligations.

Pro rata interest settlement

* + 1. If the Agent has notified the Lenders that it is able to distribute interest payments on a "*pro rata* basis" to Existing Lenders and New Lenders then (in respect of any transfer pursuant to Clause 22.5 (*Procedure for Transfer*) or any assignment pursuant to Clause 22.6 (*Procedure for Assignment*) the Transfer Date of which, in each case, is after the date of such notification and is not on the last day of an Interest Period):
       1. any interest or fees in respect of the relevant participation which are expressed to accrue by reference to the lapse of time shall continue to accrue in favour of the Existing Lender up to but excluding the Transfer Date ("**Accrued Amounts**") and shall become due and payable to the Existing Lender (without further interest accruing on them) on the last day of the current Interest Period (or, if the Interest Period is longer than six Months, on the next of the dates which falls at intervals of six Months on the next succeeding Interest Payment Date); and
       2. the rights assigned or transferred by the Existing Lender will not include the right to the Accrued Amounts, so that, for the avoidance of doubt:
          1. when the Accrued Amounts become payable, those Accrued Amounts will be payable to the Existing Lender; and
          2. the amount payable to the New Lender on that date will be the amount which would, but for the application of this Clause 22.10 (*Pro rata interest settlement*), have been payable to it on that date, but after deduction of the Accrued Amounts.
    2. In this Clause 22.10 (*Pro rata interest settlement*), references to "Interest Period" shall be construed to include a reference to any other period for accrual of fees.
    3. An Existing Lender which retains the right to the Accrued Amounts pursuant to this Clause 22.10 (*Pro rata interest settlement*), but which does not have a Commitment, shall be deemed not to be a Lender for the purposes of ascertaining whether the agreement of any specified group of Lenders has been obtained to approve any request for a consent, waiver, amendment or other vote of Lenders under the Finance Documents.

1. Changes to the Borrower

The Borrower may not assign any of its rights or transfer any of its rights or obligations under the Finance Documents.

1. Italian Guarantee Providers Provisions

Subrogation of the Italian Guarantee Providers

* + 1. Each Party acknowledges that:
       1. SACE and the Italian State, each for the respective quota, will be immediately and automatically subrogated to the rights of the Agent and the Lenders under all Finance Documents to the extent of any payment made by or on behalf of SACE and/or the Italian State under the SACE Guarantee; and
       2. following such subrogation, the Italian Guarantee Providers may exercise, also in court proceedings, the relevant rights and actions under the Finance Documents, including the rights and actions of the Italian State.
    2. Nothing in any Finance Document shall prejudice the right of SACE and the Italian State to be subrogated, pursuant to the SACE Guarantee or applicable law, to the rights of the Agent or any Lender under this Agreement and each other Finance Document and each Party shall provide all assistance required by any Italian Guarantee Provider for enforcement of the rights of SACE and/or the Italian State under this Agreement and the other Finance Documents following such subrogation to the rights of the Lenders.
    3. The Parties acknowledge that, in accordance with the SACE Guarantee, SACE is appointed by the Finance Parties as representative (*mandataria con rappresentanza*) for (i) any recovery of any amount not covered by the SACE Guarantee due under, and the exercise of any other right arising from, the Finance Documents; and (ii) any debt restructuring relating to outstanding amounts under the Finance Documents, subject to the terms set out in the SACE Guarantee.

Assignment

* + 1. The Parties acknowledge that each Italian Guarantee Provider may obtain risk/credit enhancement or a reinsurance/counter-guarantee in relation to the SACE Guarantee, this Agreement and/or the Borrower, provided that no such transaction will relieve such Italian Guarantee Provider of its obligations under the SACE Guarantee.
    2. An Italian Guarantee Provider may assign or transfer all or any of its rights, benefits and/or interests in, under or in connection with this Agreement or the SACE Guarantee to any person with whom it enters into (or may potentially enter into) any of the transactions referred to in paragraph (a) of this Clause 24.2 (*Assignment*) above and to try any of that person's affiliates, funds, representatives and professional advisors or, following any payment due under the SACE Guarantee, to any other person.

Reimbursement

* + 1. Without prejudice to Clause 22.1 (*Assignments and Transfers by the Lenders*), Clause 24.1 (*Subrogation of the Italian Guarantee Providers*) and Clause 24.6 (*Acknowledgement by the Borrower*), the Borrower will reimburse any Italian Guarantee Provider, for, and keep any Italian Guarantee Provider indemnified from and against, each and every amount paid (whether by direct payment or set-off) by such Italian Guarantee Provider to the Finance Parties or any person on any of their behalf under the SACE Guarantee within 5 Business Days of demand from SACE.
    2. The Borrower undertakes to pay to each Italian Guarantee Provider, an amount in EUR equal to:
       1. for each payment made by such Italian Guarantee Provider to any of the Finance Parties or any person on any of their behalf under the SACE Guarantee an amount equal to the amount of such payment; and
       2. for each deduction or withholding imposed, levied, collected, withheld or assessed on any payment by such Italian Guarantee Provider to the any of the Finance Parties or any person on any of their behalf under the SACE Guarantee, an amount equal to the amount of such deduction or withholding,

together with interest thereon (calculated in accordance with Clause 8.3 (*Default Interest*) of this Agreement) accruing from the date such Italian Guarantee Provider made the payment referred to in paragraph (i) above or the withholding or deduction referred to in paragraph (ii) above until receipt of the amounts due under this Clause 24.3 (*Reimbursement*) from the Borrower. Each amount that is payable by the Borrower pursuant to this Clause 24.3 (*Reimbursement*) is due and payable to any Italian Guarantee Provider in EUR within 5 Business Days of the date:

* + - * 1. in relation to paragraph (i) above, of the relevant payment by such Italian Guarantee Provider to any of the Finance Parties or any person on any of their behalf under the SACE Guarantee; and
        2. in relation to paragraph (ii) above, on which the relevant deduction or withholding is imposed, levied, collected, withheld or assessed.
    1. The Borrower agrees that its obligations under this Clause 24.3 (*Reimbursement*) are separate and independent obligations from all other provisions of this Agreement and in no way conditional upon the Borrower's obligations to the Lenders under this Agreement and will not be affected or discharged by any matter relating thereto including, but not limited to, whether or not the Borrower is itself liable to make payment, or is disputing its liability to make payment under this Agreement or any other Finance Document or any invalidity or waiver or amendment to any provisions of the Finance Documents and/or the SACE Guarantee.
    2. SACE will promptly inform the Borrower of any amounts to be reimbursed and indemnified under this Clause.
    3. For the avoidance of any doubt, any irrevocable payment made by the Borrower to any Italian Guarantee Provider as a result of subrogation or following a demand by SACE and/or the Italian State under this Clause 24.3 (*Reimbursement*) (as applicable) shall automatically discharge to the extent of such payment:
       1. the corresponding payment obligation to such Italian Guarantee Provider, respectively, pursuant to Clause 24.3 (*Reimbursement*) and subrogation; and
       2. to the extent not already discharged by a payment made by the Italian Guarantee Providers under the SACE Guarantee, the corresponding payment obligation owed to the Finance Parties under the Finance Documents.

Obligations absolute

The obligations of the Borrower under Clause 24.3 (*Reimbursement*) above, to the extent permitted by applicable law:

* + 1. are absolute and unconditional;
    2. are to be discharged and/or performed strictly in accordance with this Agreement under all circumstances;
    3. are continuing obligations and will extend to the ultimate balance of sums payable by any Italian Guarantee Provider to any of the Finance Parties or any person on any of their behalf under the SACE Guarantee, regardless of any intermediate payment or discharge in whole or in part;
    4. will not be affected by an act, omission, matter or thing which, but for this Clause 24.4 (*Obligations absolute*), would reduce, release or prejudice any of its obligations under Clause 24.3 (*Reimbursement*) (without limitation and whether or not known to it or any Finance Party) including:
       1. any time, waiver or consent granted to, or composition with Borrower;
       2. any lack of validity or enforceability of, or any amendment or other modifications of, or waiver with respect to, any of the Finance Documents;
       3. any reduction or release of any other obligations under this Agreement;
       4. the release of the Borrower or any other person under the terms of any composition or arrangement;
       5. the taking, variation, compromise, exchange, renewal, discharge, substitution or release of, or refusal or neglect to perfect, take up, realise or enforce, any rights against, or security over assets of, the Borrower or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
       6. any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of the Borrower any of the Finance Parties or any other person;
       7. any amendment (however fundamental) or replacement of a Finance Document, the SACE Guarantee or any other document or security;
       8. any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document, the SACE Guarantee or any other document or security;
       9. any insolvency or similar proceedings;
       10. the existence of any claim, set-off, defense, reduction, abatement or other right which the Borrower may have at any time against any Italian Guarantee Provider;
       11. any document presented in connection with the SACE Guarantee proving to be forged, fraudulent, invalid or insufficient in any respect or any statement therein being untrue or inaccurate in any respect;
       12. any payment by any Italian Guarantee Provider against presentation of a demand for payment substantially, on its face, in the form of a claim under the SACE Guarantee where any certificate or other document required to be provided with such claim in accordance with the terms of the SACE Guarantee either is not provided or does not comply with the terms of the SACE Guarantee; and

any other circumstances which might otherwise constitute a defense available to, or discharge of the Borrower.

Limitation of Liability

The Italian Guarantee Providers and any of their respective officers, directors, or employees will not be liable or responsible for:

* + 1. the use which may be made of this Agreement by the Agent or for any acts or omissions of any other party to the Finance Documents in connection with the Finance Documents; or
    2. the validity, sufficiency, accuracy or genuineness of documents delivered to them in connection with any claim under this Agreement, of any signatures to any such documents, even if such documents or signatures should in fact prove to be in any and all respects invalid, insufficient or (unless their relevant officers had actual knowledge thereof) fraudulent or forged, or the capacity of, or powers of, any person signing such document,

and, without limitation to the foregoing, they may accept any documents that appear on their face to be in order, without any responsibility on their part for further investigation. Any officer, director, employee of any Italian Guarantee Provider may rely on this Clause 24.5 (*Limitation of Liability*).

Acknowledgement by the Borrower

* + 1. The Borrower acknowledges that:
       1. no Italian Guarantee Provider is obliged to carry out any investigation or seek any confirmation from any other person before paying a claim made or purported to be made under the SACE Guarantee; and
       2. under this Agreement, the Italian Guarantee Providers deal in documents only and will not be concerned with the legality of a claim made, or purported to be made, under this Agreement, any underlying transaction or any available set-off, counterclaim or other defence of any person; and
       3. in the making of any decision or determination or the exercise of any discretion or the taking or refraining to take any action under this Agreement or any of the other Finance Documents, the Agent and the Lenders shall be deemed to have acted reasonably if they have acted on the instructions of any of the Italian Guarantee Providers.
    2. The Borrower acknowledges and agrees that the Finance Parties are entitled to provide the Italian Guarantee Providers with any information they may have in relation to the Facility and the business of the Borrower, to allow the Italian Guarantee Providers to inspect all their records relating to this Agreement. Any such information in relation to the Facility may also be given by the Italian Guarantee Providers to the international institutions charged with collecting statistical data.
    3. Each Lender further undertakes not to act in a manner which is inconsistent with the terms of the SACE Guarantee.

Italian Guarantee Providers' allocation rights for partial payments

If at any time any Italian Guarantee Provider receives less than the full amount then due and payable to it under this Agreement, such Italian Guarantee Provider may allocate and apply the amount received in any way or manner and for such purpose or purposes under this Agreement as such Italian Guarantee Provider in its sole discretion determines, notwithstanding any instruction of the Borrower to the contrary. SACE will provide written notification to the Borrower of such allocation.

Italian Guarantee Providers’ Payment Rights

* + 1. The Parties agree that the following Clauses shall be applicable to any payments made or to be made by the Borrower to any Italian Guarantee Provider under or in connection with this Agreement and/or pursuant to any subrogation referred to in Clause 24.1 (*Subrogation of the Italian Guarantee Providers*), except for the obligations and restrictions imposed on a Finance Party under such Clauses, which obligations and restrictions shall not apply to the Italian Guarantee Providers (and the Italian Guarantee Providers shall have no obligations thereunder nor be constrained by such restrictions):
       1. Clause 8.3 (*Default interest*);
       2. Clause 13.2 (*Tax Gross-up*) and, for the purposes of this Clause 24.8 (*Italian Guarantee Providers’ Payment Rights*) each Italian Guarantee Provider shall be deemed a Protected Party and any reference to "Lender" or "Finance Party" shall be references to SACE and the Italian State and the exceptions set out in Clause 13.2 (*Tax Gross-up*) that are applicable to any Finance Party under such Clause shall not be applicable to the Italian Guarantee Providers;
       3. paragraphs (a) and (b) of Clause 13.3 (*Tax indemnity*) and, for the purposes of this Clause 24.8 (*The Italian Guarantee Providers’ Payment Rights*), each Italian Guarantee Provider shall be deemed a Finance Party;
       4. paragraphs (a) and (c) of Clause 13.6 (*VAT*) and Clause 30 (*Set-Off*) and, for the purposes of this Clause 24.8 (*Italian Guarantee Providers’ Payment Rights*), any reference to Finance Party shall be references to Italian Guarantee Provider;
       5. Clause 15.1 (*Currency Indemnity*); and
       6. Clause 17 (*Costs and Expenses*).
    2. Each Italian Guarantee Provider has the right to enforce and to enjoy the benefit of Clause 24 (*Italian Guarantee Providers Provisions*) and any other Clause under this Agreement conferring a right or benefit to the Italian Guarantee Providers subject to the provisions of the Contracts (Rights of Third Parties) Act 1999.
    3. Nothing in the Finance Documents including without limitation in this Clause 24 (*Italian Guarantee Providers Provisions*) shall prejudice or otherwise limit:
       1. the rights of any Lender to assign its rights, or transfer its rights and obligations, under, or in connection with, any Finance Document to any Italian Guarantee Provider or as directed by any Italian Guarantee Provider;
       2. the right of any Italian Guarantee Provider to be subrogated to any Lender's rights under, or in connection with, any Finance Document.

Italian Guarantee Providers’ Obligations

To the extent that Clauses 13 (*Tax Gross-Up and Indemnities*), 14 (*Increased Costs*), 15 (*Other Indemnities*) and 17 (*Costs and Expenses*) impose obligations or restrictions on a Finance Party, such obligations or restrictions shall not apply to the Italian Guarantee Providers and the Italian Guarantee Providers shall have no obligations hereunder nor be constrained by such restrictions.

1. Role of the Agent, the Documentation bank and the Mandated Lead Arrangers

Appointment of the Agent

* + 1. Each of the Mandated Lead Arrangers and the Lenders and the Documentation Bank appoints the Agent to act as its agent under and in connection with the Finance Documents.
    2. Each of the Mandated Lead Arrangers and the Lenders and the Documentation Bank authorises the Agent to perform the duties, obligations and responsibilities and to exercise the rights, powers, authorities and discretions specifically given to the Agent under or in connection with the Finance Documents together with any other incidental rights, powers, authorities and discretions.

Instructions

* + 1. The Agent shall:
       1. exercise or refrain from exercising any right, power, authority or discretion vested in it as Agent in accordance with any instructions given to it by the SACE Agent;
       2. in the absence of instructions from the SACE Agent and unless a contrary indication appears in a Finance Document, exercise or refrain from exercising any right, power, authority or discretion vested in it as Agent in accordance with any instructions given to it by:
          1. all Lenders if the relevant Finance Document stipulates the matter is an all Lender decision; and
          2. in all other cases, the Majority Lenders; and
       3. not be liable for any act (or omission) if it acts (or refrains from acting) in accordance with paragraphs (i) or (ii) above.
    2. The Agent shall be entitled to request instructions, or clarification of any instruction, from the SACE Agent or the Majority Lenders (or, if the relevant Finance Document stipulates the matter is a decision for any other Lender or group of Lenders, from that Lender or group of Lenders) as to whether, and in what manner, it should exercise or refrain from exercising any right, power, authority or discretion. The Agent may refrain from acting unless and until it receives any such instructions or clarification that it has requested.
    3. Unless a contrary indication appears in the SACE Guarantee, any instructions given to the Agent by the SACE Agent shall override any conflicting instructions given by any other Parties and will be binding on all Finance Parties.
    4. In the absence of instructions from the SACE Agent, save in the case of decisions stipulated to be a matter for any other Lender or group of Lenders under the relevant Finance Document and unless a contrary indication appears in a Finance Document or the SACE Guarantee, any instructions given to the Agent by the Majority Lenders shall override any conflicting instructions given by any other Parties and will be binding on all Finance Parties.
    5. The Agent may refrain from acting in accordance with any instructions of the SACE Agent or any Lender or group of Lenders, until it has received any indemnification and/or security that it may in its discretion require (which may be greater in extent than that contained in the Finance Documents and which may include payment in advance) for any cost, loss or liability which it may incur in complying with those instructions.
    6. In the absence of instructions, the Agent may act (or refrain from acting) as it considers to be in the best interest of the Lenders.
    7. The Agent is not authorised to act on behalf of a Lender (without first obtaining that Lender's consent) in any legal or arbitration proceedings relating to any Finance Document or the SACE Guarantee.

Duties of the Agent

* + 1. The Agent's duties under the Finance Documents are solely mechanical and administrative in nature.
    2. Subject to paragraph (d) below, the Agent shall promptly forward to a Party the original or a copy of any document which is delivered to the Agent for that Party by any other Party.
    3. The Agent shall promptly forward to the Lenders a copy of any instructions given to it by the SACE Agent and details of any actions that it has taken or proposes to take pursuant to such instructions.
    4. Without prejudice to Clause 22.7 (*Copy of Transfer Certificate or Assignment Agreement to the Borrower*), paragraph (b) above shall not apply to any Transfer Certificate or any Assignment Agreement.
    5. Except where a Finance Document specifically provides otherwise, the Agent is not obliged to review or check the adequacy, accuracy or completeness of any document it forwards to another Party.
    6. If the Agent receives notice from a Party referring to this Agreement, describing a Default and stating that the circumstance described is a Default, it shall promptly notify the other Finance Parties and SACE.
    7. If the Agent is aware of the non-payment of any principal, interest, commitment fee or other fee payable to a Finance Party (other than the Agent, the SACE Agent, the Mandated Lead Arrangers or the Documentation Bank) under this Agreement it shall promptly notify the other Finance Parties and SACE.
    8. The Agent shall have only those duties, obligations and responsibilities expressly specified in the Finance Documents to which it is expressed to be a party (and no others shall be implied).

Role of the Mandated Lead Arrangers

Except as specifically provided in the Finance Documents, no Mandated Lead Arranger has obligations of any kind to any other Party under or in connection with any Finance Document.

Role of the Documentation Bank

Except as specifically provided in the Finance Documents, the Documentation Bank has no obligations of any kind to any other Party under or in connection with any Finance Document.

No fiduciary duties

* + 1. Nothing in any Finance Document constitutes the Agent or any Mandated Lead Arranger or the Documentation Bank as a trustee or fiduciary of any other person.
    2. Neither the Agent nor any Mandated Lead Arranger nor the Documentation Bank shall be bound to account to any Lender for any sum or the profit element of any sum received by it for its own account.

Business with related parties

The Agent and the Mandated Lead Arrangers and the Documentation Bank may accept deposits from, lend money to and generally engage in any kind of banking or other business with any related party to the Borrower.

Rights and discretions

* + 1. The Agent may:
       1. rely on any representation, communication, notice or document believed by it to be genuine, correct and appropriately authorised;
       2. assume that:
          1. any instructions received by it from the SACE Agent, the Majority Lenders, any Lenders or any group of Lenders are duly given in accordance with the terms of the SACE Guarantee and the Finance Documents; and
          2. unless it has received notice of revocation, that those instructions have not been revoked; and
       3. rely on a certificate from any person:
          1. as to any matter of fact or circumstance which might reasonably be expected to be within the knowledge of that person; or
          2. to the effect that such person approves of any particular dealing, transaction, step, action or thing, as sufficient evidence that is the case and, in the case of paragraph (A) above, may assume the truth and accuracy of that certificate; and
       4. inform SACE of any increase or material change in any risk covered by the SACE Guarantee to the extent it is required to do so under the terms of the SACE Guarantee or for the purposes of ensuring the continuing validity of the SACE Guarantee.
    2. The Agent may assume (unless it has received notice to the contrary in its capacity as agent for the Lenders) that:
       1. no Default has occurred (unless it has actual knowledge of a Default arising under Clause 21.1 (*Non-payment*));
       2. any right, power, authority or discretion vested in any Party or any group of Lenders has not been exercised.
    3. The Agent may engage and pay for the advice or services of any lawyers, accountants, tax advisers, surveyors or other professional advisers or experts.
    4. Without prejudice to the generality of paragraph (c) above or paragraph (e) below, the Agent may at any time engage and pay for the services of any lawyers to act as independent counsel to the Agent (and so separate from any lawyers instructed by the Lenders) if the Agent in its reasonable opinion deems this to be necessary.
    5. The Agent may rely on the advice or services of any lawyers, accountants, tax advisers, surveyors or other professional advisers or experts (whether obtained by the Agent or by any other Party) and shall not be liable for any damages, costs or losses to any person, any diminution in value or any liability whatsoever arising as a result of its so relying.
    6. The Agent may act in relation to the Finance Documents through its officers, employees and agents.
    7. Unless a Finance Document expressly provides otherwise the Agent may disclose to any other Party any information it reasonably believes it has received as agent under this Agreement.
    8. Notwithstanding any other provision of any Finance Document to the contrary, neither the Agent nor any Mandated Lead Arranger nor the Documentation Bank is obliged to do or omit to do anything if it would, or might in its reasonable opinion, constitute a breach of any law or regulation or a breach of a fiduciary duty or duty of confidentiality.
    9. Notwithstanding any provision of any Finance Document to the contrary, the Agent is not obliged to expend or risk its own funds or otherwise incur any financial liability in the performance of its duties, obligations or responsibilities or the exercise of any right, power, authority or discretion if it has grounds for believing the repayment of such funds or adequate indemnity against, or security for, such risk or liability is not reasonably assured to it.

Responsibility for documentation

Neither the Agent nor any Mandated Lead Arranger nor the Documentation Bank is responsible or liable for:

* + 1. the adequacy, accuracy or completeness of any information (whether oral or written) supplied by the Agent, any Mandated Lead Arranger, the Documentation Bank, the Borrower, SACE, the SACE Agent, or any other person in or in connection with any Finance Document, the SACE Guarantee or the transactions contemplated in the Finance Documents, the SACE Guarantee or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document or the SACE Guarantee; or
    2. the legality, validity, effectiveness, adequacy or enforceability of any Finance Document, the SACE Guarantee or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document or the SACE Guarantee; or
    3. any determination as to whether any information provided or to be provided to any Finance Party is non-public information the use of which may be regulated or prohibited by applicable law or regulation relating to insider dealing or otherwise.

No duty to monitor

The Agent shall not be bound to enquire:

* + 1. whether or not any Default has occurred;
    2. as to the performance, default or any breach by any Party, any Italian Guarantee Provider or any other person of its obligations under any Finance Document or the SACE Guarantee; or
    3. whether any other event specified in any Finance Document or the SACE Guarantee has occurred.

Exclusion of liability

* + 1. Without limiting paragraph (b) below (and without prejudice to any other provision of any Finance Document excluding or limiting the liability of the Agent), the Agent will not be liable to any Party for:
       1. any damages, costs or losses to any person, any diminution in value, or any liability whatsoever arising as a result of taking or not taking any action under or in connection with any Finance Document or the SACE Guarantee, unless directly caused by its gross negligence or wilful misconduct;
       2. exercising, or not exercising, any right, power, authority or discretion given to it by, or in connection with, any Finance Document, the SACE Guarantee or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with, any Finance Document or the SACE Guarantee, other than by reason of its gross negligence or wilful misconduct; or
       3. without prejudice to the generality of paragraphs (i) and (ii) above, any damages, costs or losses to any person, any diminution in value or any liability whatsoever (including, without limitation, for negligence or any other category of liability whatsoever but not including any claim based on the fraud of the Agent) arising as a result of:
          1. any act, event or circumstance not reasonably within its control; or
          2. the general risks of investment in, or the holding of assets in, any jurisdiction,

including (in each case and without limitation) such damages, costs, losses, diminution in value or liability arising as a result of: nationalisation, expropriation or other governmental actions; any regulation, currency restriction, devaluation or fluctuation; market conditions affecting the execution or settlement of transactions or the value of assets (including any Disruption Event); breakdown, failure or malfunction of any third party transport, telecommunications, computer services or systems; natural disasters or acts of God; war, terrorism, insurrection or revolution; or strikes or industrial action.

* + 1. No Party (other than the Agent) may take any proceedings against any officer, employee or agent of the Agent in respect of any claim it might have against the Agent or in respect of any act or omission of any kind by that officer, employee or agent in relation to any Finance Document and any officer, employee or agent of the Agent may rely on this paragraph (b) subject to Clause 1.4 (*Third party rights*) and the provisions of the Third Parties Act.
    2. The Agent will not be liable for any delay (or any related consequences) in crediting an account with an amount required under the Finance Documents to be paid by the Agent if the Agent has taken all necessary steps as soon as reasonably practicable to comply with the regulations or operating procedures of any recognised clearing or settlement system used by the Agent for that purpose.
    3. Nothing in this Agreement shall oblige the Agent or any Mandated Lead Arranger or the Documentation Bank to carry out:
       1. any "know your customer" or other checks in relation to any person; or
       2. any check on the extent to which any transaction contemplated by this Agreement might be unlawful for any Lender or for any Affiliate of any Lender,

on behalf of any Lender and each Lender confirms to the Agent and the Mandated Lead Arrangers and the Documentation Bank that it is solely responsible for any such checks it is required to carry out and that it may not rely on any statement in relation to such checks made by the Agent or any Mandated Lead Arranger or the Documentation Bank.

* + 1. Without prejudice to any provision of any Finance Document excluding or limiting the Agent's liability, any liability of the Agent to any Party arising under or in connection with any Finance Document shall be limited to the amount of actual loss which has been suffered (as determined by reference to the date of default of the Agent or, if later, the date on which the loss arises as a result of such default) but without reference to any special conditions or circumstances known to the Agent at any time which increase the amount of that loss. In no event shall the Agent be liable for any loss of profits, goodwill, reputation, business opportunity or anticipated saving, or for special, punitive, indirect or consequential damages, whether or not the Agent has been advised of the possibility of such loss or damages.

Lenders' indemnity to the Agent

Each Lender (excluding, for the avoidance of doubt, each Italian Guarantee Provider) shall (in proportion to its share of the Total Commitments or, if the Total Commitments are then zero, to its share of the Total Commitments immediately prior to their reduction to zero) indemnify the Agent, within three Business Days of demand, against any cost, loss or liability (including, without limitation, for negligence or any other category of liability whatsoever) incurred by the Agent (otherwise than by reason of the Agent's gross negligence or wilful misconduct) (or, in the case of any cost, loss or liability pursuant to Clause 29.11 (*Disruption to payment systems etc.*) notwithstanding the Agent's negligence, gross negligence or any other category of liability whatsoever but not including any claim based on the fraud of the Agent) in acting as Agent under the Finance Documents (unless the Agent has been reimbursed by the Borrower pursuant to a Finance Document or by any Italian Guarantee Provider pursuant to the SACE Guarantee).

Resignation of the Agent

* + 1. The Agent may (with the prior consent of SACE) (i) nominate one of its other offices or branches to act as Agent hereunder or (ii) resign and appoint one of its Affiliates as its successor, in each case acting through an office in the United Kingdom, Germany, Luxembourg or any other member of the EU by giving notice to the Lenders and the Borrower.
    2. Alternatively the Agent may (with the prior consent of SACE) resign by giving 30 days' notice to the Lenders and the Borrower, in which case the Majority Lenders (after consultation with the Borrower) may (with the prior consent of SACE) appoint a successor Agent.
    3. If the Majority Lenders have not appointed a successor Agent in accordance with paragraph (b) above within 20 days after notice of resignation was given, the retiring Agent (after consultation with the Borrower) may (with the prior consent of SACE) appoint a successor Agent (acting through an office in the EU).
    4. If the Agent wishes to resign because (acting reasonably) it has concluded that it is no longer appropriate for it to remain as agent and the Agent is entitled to appoint a successor Agent under paragraph (c) above, the Agent may (if it concludes (acting reasonably) that it is necessary to do so in order to persuade the proposed successor Agent to become a party to this Agreement as Agent) agree with the proposed successor Agent and SACE amendments to this Clause 25 (*Role of the Agent and the Mandated Lead Arrangers*) and any other term of this Agreement dealing with the rights or obligations of the Agent consistent with then current market practice for the appointment and protection of corporate trustees together with any reasonable amendments to the agency fee payable under this Agreement which are consistent with the successor Agent's normal fee rates and those amendments will bind the Parties.
    5. The retiring Agent shall make available to the successor Agent such documents and records and provide such assistance as the successor Agent may reasonably request for the purposes of performing its functions as Agent under the Finance Documents. The Borrower shall, within three Business Days of demand, reimburse the retiring Agent for the amount of all costs and expenses (including legal fees) properly incurred by it in making available such documents and records and providing such assistance.
    6. The Agent's resignation notice shall only take effect upon the appointment of a successor.
    7. As from the date on which the Agent's resignation notice takes effect, the retiring Agent shall be discharged from any further obligation in respect of the Finance Documents (other than its obligations under paragraph (e) above) but shall remain entitled to the benefit of Clause 15.3 (*Indemnity to the Agent and the SACE Agent*) and this Clause 25 (*Role of the Agent and the Mandated Lead Arrangers*) (and any agency fees for the account of the retiring Agent shall cease to accrue from (and shall be payable on) that date). Any successor and each of the other Parties shall have the same rights and obligations amongst themselves as they would have had if such successor had been an original Party.
    8. The Agent shall resign in accordance with paragraph (b) above (and, to the extent applicable, shall use reasonable endeavours to appoint a successor Agent pursuant to paragraph (c) above) if on or after the date which is 3 Months before the earliest FATCA Application Date relating to any payment to the Agent under the Finance Documents, either:
       1. the Agent fails to respond to a request under Clause 13.7 (*FATCA Information*) and a Lender reasonably believes that the Agent will not be (or will have ceased to be) a FATCA Exempt Party on or after that FATCA Application Date;
       2. the information supplied by the Agent pursuant to Clause 13.7 (*FATCA Information*) indicates that the Agent will not be (or will have ceased to be) a FATCA Exempt Party on or after that FATCA Application Date; or
       3. the Agent notifies the Borrower and the Lenders that the Agent will not be (or will have ceased to be) a FATCA Exempt Party on or after that FATCA Application Date;

and (in each case) a Lender reasonably believes that a Party will be required to make a FATCA Deduction that would not be required if the Agent were a FATCA Exempt Party, and that Lender, by notice to the Agent, requires it to resign.

Replacement of the Agent

* + 1. After consultation with the Borrower, the Majority Lenders may (with the prior consent of SACE), by giving 30 days' notice to the Agent replace the Agent by appointing a successor Agent (acting through an office in the EU).
    2. The retiring Agent shall (at the expense of the Lenders) make available to the successor Agent such documents and records and provide such assistance as the successor Agent may reasonably request for the purposes of performing its functions as Agent under the Finance Documents.
    3. The appointment of the successor Agent shall take effect on the date specified in the notice from the Majority Lenders to the retiring Agent.
    4. As from the date on which the appointment of the successor Agent takes effect, the retiring Agent shall be discharged from any further obligation in respect of the Finance Documents (other than its obligations under paragraph (b) above) but shall remain entitled to the benefit of Clause 15.3 (*Indemnity to the Agent and the SACE Agent*) and this Clause 25 (*Role of the Agent and the Mandated Lead Arrangers*) (and any agency fees for the account of the retiring Agent shall cease to accrue from (and shall be payable on) that date).
    5. Any successor Agent and each of the other Parties shall have the same rights and obligations amongst themselves as they would have had if such successor had been an original Party.

SACE's consent to new Agents

Any replacement, appointment, or substitution of, or other change to, the Agent (as well as the appointment of any sub-agent or delegate by the Agent in connection with the Finance Documents or the SACE Guarantee) and any notice given by a Finance Party in that respect to any other Party, which is provided under, or which is the consequence of any provision of, Clause 25.13 (*Resignation of the Agent*) or Clause 25.14 (*Replacement of the Agent*) or any other provisions of the Finance Documents, is subject to the prior written consent of SACE.

Confidentiality

* + 1. In acting as agent for the Finance Parties, the Agent shall be regarded as acting through its agency division which shall be treated as a separate entity from any other of its divisions or departments.
    2. If information is received by another division or department of the Agent, it may be treated as confidential to that division or department and the Agent shall not be deemed to have notice of it.

Relationship with the Lenders

* + 1. Subject to Clause 22.10 (*Pro rata interest settlement*), the Agent may treat the person shown in its records as Lender at the opening of business (in the place of the Agent's principal office as notified to the Finance Parties from time to time) as the Lender acting through its Facility Office:
       1. entitled to or liable for any payment due under any Finance Document or the SACE Guarantee on that day; and
       2. entitled to receive and act upon any notice, request, document or communication or make any decision or determination under any Finance Document made or delivered on that day,

unless it has received not less than five Business Days' prior notice from that Lender to the contrary in accordance with the terms of this Agreement.

* + 1. Any Lender may, by notice to the Agent, appoint a person to receive on its behalf all notices, communications, information and documents to be made or despatched to that Lender under the Finance Documents. Such notice shall contain the address, fax number and (where communication by electronic mail or other electronic means is permitted under Clause 31.5 (*Electronic communication*)) electronic mail address and/or any other information required to enable the transmission of information by that means (and, in each case, the department or officer, if any, for whose attention communication is to be made) and be treated as a notification of a substitute address, fax number, electronic mail address (or such other information), department and officer by that Lender for the purposes of Clause 31.2 (*Addresses*) and paragraph (a)(ii) of Clause 31.5 (*Electronic communication*), and the Agent shall be entitled to treat such person as the person entitled to receive all such notices, communications, information and documents as though that person were that Lender.

Credit appraisal by the Lenders

Without affecting the responsibility of the Borrower for information supplied by it or on its behalf in connection with any Finance Document or the SACE Guarantee, each Lender confirms to the Agent and the Mandated Lead Arrangers and the Documentation Bank that it has been, and will continue to be, solely responsible for making its own independent appraisal and investigation of all risks arising under or in connection with any Finance Document, the Italian Guarantee Providers and the SACE Guarantee, including but not limited to:

* + 1. the financial condition, status and nature of the Borrower and each Italian Guarantee Provider;
    2. the legality, validity, effectiveness, adequacy or enforceability of any Finance Document, the SACE Guarantee and any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document or the SACE Guarantee;
    3. whether that Lender has recourse, and the nature and extent of that recourse, against any Party or any Italian Guarantee Provider, or any of their respective assets under or in connection with any Finance Document or the SACE Guarantee, the transactions contemplated by the Finance Documents or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document or the SACE Guarantee; and
    4. the adequacy, accuracy or completeness of the Utilisation Request and any other information provided by the Agent, any Party or by any other person under or in connection with any Finance Document or the SACE Guarantee, the transactions contemplated by any Finance Document, the SACE Guarantee or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document or the SACE Guarantee.

Agent's management time

Any amount payable to the Agent under Clause 15.3 (*Indemnity to the Agent and the SACE Agent*), Clause 17 (*Costs and expenses*) and Clause 25.12 (*Lenders' indemnity to the Agent*) shall include the cost of utilising the Agent's management time or other resources and will be calculated on the basis of such reasonable daily or hourly rates as the Agent may notify to the Borrower and the Lenders, and is in addition to any fee paid or payable to the Agent under Clause 11 (*Fees*).

Deduction from amounts payable by the Agent

If any Party owes an amount to the Agent under the Finance Documents the Agent may, after giving notice to that Party, deduct an amount not exceeding that amount from any payment to that Party which the Agent would otherwise be obliged to make under the Finance Documents and apply the amount deducted in or towards satisfaction of the amount owed. For the purposes of the Finance Documents that Party shall be regarded as having received any amount so deducted.

Amounts paid in error

* + 1. If the Agent pays an amount to another Party and the Agent notifies that Party that such payment was an Erroneous Payment then the Party to whom that amount was paid by the Agent shall on demand refund the same to the Agent.
    2. Neither:
       1. the obligations of any Party to the Agent; nor
       2. the remedies of the Agent,

(whether arising under this Clause 25.21 (*Amounts paid in error*) or otherwise) which relate to an Erroneous Payment will be affected by any act, omission, matter or thing which, but for this paragraph (b), would reduce, release or prejudice any such obligation or remedy (whether or not known by the Agent or any other Party).

* + 1. All payments to be made by a Party to the Agent (whether made pursuant to this Clause 25.21 (*Amounts paid in error*) or otherwise) which relate to an Erroneous Payment shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.
    2. In this Agreement, "**Erroneous Payment**" means a payment of an amount by the Agent to another Party which the Agent determines (in its sole discretion) was made in error.

1. Role of the SACE Agent

Appointment of the SACE Agent

* + 1. Each of the Lenders irrevocably appoints the SACE Agent to act as its agent under and in connection with:
       1. the SACE Guarantee; and
       2. the Finance Documents in relation to matters involving the Italian Guarantee Providers and the SACE Guarantee.
    2. Each of the Lenders irrevocably authorises the SACE Agent to:
       1. perform the duties, obligation and responsibilities and exercise the rights, powers, authorities and discretions specifically given to the SACE Agent under or in connection with the Finance Documents and the SACE Guarantee, together with any other incidental rights, powers, authorities and discretions; and
       2. execute the SACE Guarantee.

SACE Guarantee

* + 1. If the SACE Agent receives:
       1. written notice from SACE that:
          1. the SACE Guarantee is no longer valid or in full force and effect; and/ or
          2. the making of the Loan should be suspended or cancelled;
       2. any other material document or written communication in relation to this Agreement and/or the SACE Guarantee (whether from SACE or a Lender);

then the SACE Agent shall:

* + - * 1. promptly deliver such notice, documentation or communication to SACE and the Agent as it considers appropriate in relation to the SACE Guarantee and in accordance with standard banking practices;
        2. provide a copy of any notice referred to in sub-paragraph (i)(A) of paragraph (a) and/or sub-paragraph (i)(B) of paragraph (a) of this Clause 26.2 (*SACE Guarantee*) to the Agent for:

(1) the Borrower (unless, in each case, SACE has specifically instructed the SACE Agent not to disclose such notice to the Borrower (and, if such notice does contain information relating to the SACE Guarantee, which would otherwise preclude such notice being disclosed to the Borrower), the SACE Agent shall take appropriate measures to redact any such information so that the relevant notice (in its redacted form) may be delivered to the Borrower); and

(2) the Lenders,

* + - * 1. upon the Borrower's request, promptly provide to the Borrower a copy of such other notice or material document or written communication in relation to information relating to it (except for the SACE Guarantee and provided always that such information is not subject to confidentiality obligations which would prohibit such disclosure) unless SACE has specifically instructed the SACE Agent not to disclose such document/communication.
    1. Each Finance Party (other than the SACE Agent) agrees that in respect of the Italian Guarantee Providers and the SACE Guarantee and save as expressly provided otherwise in this Agreement:
       1. that SACE Agent shall act on behalf of the Lenders in respect of any matter related to this Agreement, the Italian Guarantee Providers, the relevant Governmental Authorities of Italy or the SACE Guarantee;
       2. in respect of all matters referred to in paragraph (i) above occurring before the date of this Agreement, all the acts of the SACE Agent done on behalf of the Lenders and about which all relevant details have been disclosed to the Lenders are hereby ratified and approved;
       3. the SACE Agent shall be the primary point of contact with SACE and accordingly no Lender will contact SACE in writing about any matter arising under this Agreement without first notifying the SACE Agent of its intention to do so; and
       4. if so required by SACE, each Lender will provide the SACE Agent with an appropriate, written separate power of attorney to enable the SACE Agent to execute any documents relating to this Agreement, the Italian Guarantee Providers or the SACE Guarantee.

Compliance with the terms of the SACE Guarantee

* + 1. Each Lender will co-operate with the SACE Agent and each other Lender, and take such action and/or refrain from taking such action as may be reasonably necessary, to ensure that the SACE Guarantee continues in full force and effect.
    2. Each Lender is severally responsible for complying with the terms of the SACE Guarantee.

Instructions

* + 1. The SACE Agent shall:
       1. exercise or refrain from exercising any right, power, authority or discretion vested in it as SACE Agent in accordance with any instructions given to it by SACE or in accordance with the terms of the SACE Guarantee; and
       2. not be liable for any act (or omission) if it acts (or refrains from acting) in accordance with paragraph (i) above.
    2. The SACE Agent shall be entitled to request instructions, or clarification of any instruction, from SACE as to whether, and in what manner, it should exercise or refrain from exercising any right, power, authority or discretion. The SACE Agent may refrain from acting unless and until it receives any such instructions or clarification that it has requested.
    3. Unless a contrary indication appears in the SACE Guarantee, any instructions given to the SACE Agent by SACE shall override any conflicting instructions given by any Party and will be binding on all Finance Parties.
    4. The SACE Agent may refrain from acting in accordance with any instructions of SACE until it has received any indemnification and/or security that it may in its discretion require (which may be greater in extent than that contained in the Finance Documents and which may include payment in advance) for any cost, loss or liability which it may incur in complying with those instructions.
    5. In the absence of instructions, the SACE Agent may act (or refrain from acting) as it considers to be in the best interest of the Lenders.
    6. The SACE Agent is not authorised to act on behalf of a Lender (without first obtaining that Lender's consent) in any legal or arbitration proceedings relating to any Finance Document or the SACE Guarantee.
    7. Each Lender authorises the SACE Agent to follow any instructions that it receives from SACE which are in accordance with the terms and conditions of the SACE Guarantee.

Duties of the SACE Agent

* + 1. The SACE Agent shall promptly forward:
       1. a copy of any instructions given to it by SACE to the Agent and details of any actions that it has taken or proposes to take pursuant to such instructions; and
       2. the original or a copy of any document which is delivered to the SACE Agent by:
          1. SACE for a Party to that Party; or
          2. a Party for SACE to SACE.
    2. Except where a Finance Document or the SACE Guarantee specifically provides otherwise, the SACE Agent is not obliged to review or check the adequacy, accuracy or completeness of any document it forwards to another Party or to SACE.
    3. If the SACE Agent is aware of the non-payment of any principal, interest, commitment fee or other fee payable to a Finance Party (other than the Agent, the SACE Agent, the Mandated Lead Arrangers or the Documentation Bank) under this Agreement, it shall promptly notify the Agent and SACE.
    4. The SACE Agent has only those duties which are expressly specified in the Finance Documents and the SACE Guarantee (and no others should be implied).
    5. The SACE Agent shall notify the Agent (who shall then notify the Lenders) if it becomes aware that an ECA Mandatory Prepayment Event has occurred.
    6. The SACE Agent shall monitor whether, in relation to the Loan, the conditions set out in paragraphs (a)(iii) to (a)(vi) of Clause 4.2 (*Further conditions precedent*) are satisfied.
    7. The SACE Agent shall promptly notify the Agent if any conditions set out in paragraphs (a)(iii) to (a)(vi) of Clause 4.2 (*Further conditions precedent*) are not satisfied.
    8. Any payment received by the SACE Agent from Italian Guarantee Provider under the SACE Guarantee shall be made available by the SACE Agent to the Agent as soon as practicable after receipt, to such account as the Agent may notify to the SACE Agent by not less than five Business Days' notice with a bank in the principal financial centre of the country of the relevant currency (or, in relation to euro, in the principal financial centre of a Participating Member State or London), and any such amount so received shall be applied by the Agent against amounts due from the Borrower to the Finance Parties under or in connection with the Finance Documents in accordance with this Agreement.

No fiduciary duties

* + 1. Nothing in any Finance Document or the SACE Guarantee constitutes the SACE Agent as a trustee or fiduciary of any other person.
    2. The SACE Agent shall not be bound to account to any Lender for any sum or the profit element of any sum received by it for its own account.

Business with related parties

The SACE Agent may accept deposits from, lend money to and generally engage in any kind of banking or other business with any related party to the Borrower.

Rights and discretions

* + 1. Without prejudice to any provisions of the SACE Guarantee, the SACE Agent may:
       1. rely on any representation, communication, notice or document believed by it to be genuine, correct and appropriately authorised;
       2. assume that:
          1. any instructions received by it from (1) the Agent are duly given in accordance with the terms of the Finance Documents, or (2) SACE are duly given in accordance with the terms of the SACE Guarantee; and
          2. unless it has received notice of revocation, that those instructions have not been revoked;
       3. rely on a certificate from any person:
          1. as to any matter of fact or circumstance which might reasonably be expected to be within the knowledge of that person; or
          2. to the effect that such person approves of any particular dealing, transaction, step, action or thing, as sufficient evidence that that is the case and, in the case of paragraph (A) above, may assume the truth and accuracy of that certificate; and
       4. inform SACE of any increase or material change in any risk covered by the SACE Guarantee to the extent it is required to do so under the terms of the SACE Guarantee or for the purposes of ensuring the continuing validity of the SACE Guarantee (and the SACE Agent will so inform SACE if instructed to do so by the Agent on behalf of the Majority Lenders).
    2. The SACE Agent may assume (unless it has received notice to the contrary in its capacity as SACE Agent for the Lenders) that:
       1. no Default has occurred;
       2. any right, power, authority or discretion vested in any Party or any group of Lenders has not been exercised; and
       3. any notice or request of which it is made aware by the Agent or any other Party is made on behalf of and with the consent and knowledge of the person to whom such notice is purported to be from.
    3. The SACE Agent may engage and pay for the advice or services of any lawyers, accountants, tax advisers, surveyors or other professional advisers or experts.
    4. Without prejudice to the generality of paragraph (c) above or paragraph (e) below, the SACE Agent may at any time engage and pay for the services of any lawyers to act as independent counsel to the SACE Agent (and so separate from any lawyers instructed by the Lenders or the Agent) if the SACE Agent in its reasonable opinion deems this to be necessary.
    5. The SACE Agent may rely on the advice or services of any lawyers, accountants, tax advisers, surveyors or other professional advisers or experts (whether obtained by the SACE Agent or by any other Party) and shall not be liable for any damages, costs or losses to any person, any diminution in value or any liability whatsoever arising as a result of its so relying.
    6. The SACE Agent may act in relation to the Finance Documents and the SACE Guarantee through its officers, employees and agents.
    7. Unless a Finance Document expressly provides otherwise the SACE Agent may disclose to the Italian Guarantee Providers and to each other Finance Party any information it reasonably believes it has received as SACE Agent under any Finance Document.
    8. Notwithstanding any other provision of any Finance Document or the SACE Guarantee to the contrary, the SACE Agent is not obliged to do or omit to do anything if it would, or might in its reasonable opinion, constitute a breach of any law or regulation or a breach of a fiduciary duty or duty of confidentiality.
    9. Notwithstanding any provision of any Finance Document or the SACE Guarantee to the contrary, the SACE Agent is not obliged to expend or risk its own funds or otherwise incur any financial liability in the performance of its duties, obligations or responsibilities or the exercise of any right, power, authority or discretion if it has grounds for believing the repayment of such funds or adequate indemnity against, or security for, such risk or liability is not reasonably assured to it.

Responsibility for documentation

The SACE Agent is not responsible or liable for:

* + 1. the adequacy, accuracy or completeness of any information (whether oral or written) supplied by the SACE Agent, the Agent, the Documentation Bank, any Mandated Lead Arranger, the Borrower, SACE or any other person in or in connection with any Finance Document, the SACE Guarantee or the transactions contemplated in the Finance Documents, the SACE Guarantee or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document or the SACE Guarantee; or
    2. the legality, validity, effectiveness, adequacy or enforceability of any Finance Document, the SACE Guarantee or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document or the SACE Guarantee; or
    3. any determination as to whether any information provided or to be provided to any Finance Party is non-public information the use of which may be regulated or prohibited by applicable law or regulation relating to insider dealing or otherwise.

No duty to monitor

The SACE Agent shall not be bound to enquire:

* + 1. whether or not any Default has occurred;
    2. as to the performance, default or any breach by any Party or any Italian Guarantee Provider of its obligations under any Finance Document or the SACE Guarantee; or
    3. whether any other event specified in any Finance Document or the SACE Guarantee has occurred.

Exclusion of liability

* + 1. Without limiting paragraph (b) below (and without prejudice to any other provision of any Finance Document excluding or limiting its liability), the SACE Agent will not be liable for:
       1. any damages, costs or losses to any person, any diminution in value, or any liability whatsoever arising as a result of taking or not taking any action under or in connection with any Finance Document or the SACE Guarantee, unless directly caused by its gross negligence or wilful misconduct;
       2. exercising, or not exercising, any right, power, authority or discretion given to it by, or in connection with, any Finance Document, the SACE Guarantee or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with, any Finance Document or the SACE Guarantee, other than by reason of its gross negligence or wilful misconduct; or
       3. without prejudice to the generality of paragraphs (i) and (ii) above, any damages, costs or losses to any person, any diminution in value or any liability whatsoever (but not including any claim based on the fraud of the SACE Agent) arising as a result of:
          1. any act, event or circumstance not reasonably within its control; or
          2. the general risks of investment in, or the holding of assets in, any jurisdiction,

including (in each case and without limitation) such damages, costs, losses, diminution in value or liability arising as a result of: nationalisation, expropriation or other governmental actions; any regulation, currency restriction, devaluation or fluctuation; market conditions affecting the execution or settlement of transactions or the value of assets (including any Disruption Event); breakdown, failure or malfunction of any third party transport, telecommunications, computer services or systems; natural disasters or acts of God; war, terrorism, insurrection or revolution; or strikes or industrial action.

* + 1. No Party (other than the SACE Agent) may take any proceedings against any officer, employee or agent of the SACE Agent in respect of any claim it might have against the SACE Agent or in respect of any act or omission of any kind by that officer, employee or agent in relation to any Finance Document or the SACE Guarantee and any officer, employee or agent of the SACE Agent may rely on this Clause subject to Clause 1.4 (*Third party rights*) and the provisions of the Third Parties Act.
    2. The SACE Agent will not be liable for any delay (or any related consequences) in crediting an account with an amount required under the Finance Documents or the SACE Guarantee to be paid by the SACE Agent if the SACE Agent has taken all necessary steps as soon as reasonably practicable to comply with the regulations or operating procedures of any recognised clearing or settlement system used by the SACE Agent for that purpose.
    3. Nothing in this Agreement shall oblige the SACE Agent to carry out:
       1. any "know your customer" or other checks in relation to any person; or
       2. any check on the extent to which any transaction contemplated by this Agreement might be unlawful for any Lender or for any Affiliate of any Lender,

on behalf of any Lender and each Lender confirms to the SACE Agent that it is solely responsible for any such checks it is required to carry out and that it may not rely on any statement in relation to such checks made by the SACE Agent.

* + 1. Without prejudice to any provision of any Finance Document or the SACE Guarantee excluding or limiting the SACE Agent's liability, any liability of the SACE Agent arising under or in connection with any Finance Document or the SACE Guarantee shall be limited to the amount of actual loss which has been suffered (as determined by reference to the date of default of the SACE Agent or, if later, the date on which the loss arises as a result of such default) but without reference to any special conditions or circumstances known to the SACE Agent at any time which increase the amount of that loss. In no event shall the SACE Agent be liable for any loss of profits, goodwill, reputation, business opportunity or anticipated saving, or for special, punitive, indirect or consequential damages, whether or not the SACE Agent has been advised of the possibility of such loss or damages.

Lenders' indemnity to the SACE Agent

Each Lender (excluding, for the avoidance of doubt, each Italian Guarantee Provider) shall (in proportion to its share of the Total Commitments or, if the Total Commitments are then zero, to its share of the Total Commitments immediately prior to their reduction to zero) indemnify the SACE Agent, within three Business Days of demand, against any cost, loss or liability (including, without limitation, for negligence or any other category of liability whatsoever) incurred by the SACE Agent (otherwise than by reason of the SACE Agent's gross negligence or wilful misconduct) in acting as SACE Agent under the Finance Documents or in being party to the SACE Guarantee (unless the SACE Agent has been reimbursed by the Borrower pursuant to a Finance Document or by any Italian Guarantee Provider pursuant to the SACE Guarantee).

Resignation of SACE Agent

* + 1. The SACE Agent may (with the prior consent of SACE) resign and appoint one of its Affiliates acting through an office in the EU as successor by giving notice to the Agent (and the Agent will promptly forward any such notice to the Lenders and the Borrower).
    2. Alternatively, the SACE Agent may (with the prior consent of SACE) resign by giving 30 days' notice to the Agent (and the Agent will promptly forward any such notice to the Lenders and the Borrower), in which case the Majority Lenders (after consultation with the Borrower) may (with the prior consent of SACE) appoint a successor SACE Agent.
    3. If the Majority Lenders have not appointed a successor SACE Agent in accordance with paragraph (b) above within 20 days after notice of resignation was given, the retiring SACE Agent (after consultation with the Borrower) may (with the prior consent of SACE) appoint a successor SACE Agent (acting through an office in the EU).
    4. If the SACE Agent wishes to resign because (acting reasonably) it has concluded that it is no longer appropriate for it to remain as agent and the SACE Agent is entitled to appoint a successor SACE Agent under paragraph (c) above, the SACE Agent may (if it concludes (acting reasonably) that it is necessary to do so in order to persuade the proposed successor SACE Agent to become a party to this Agreement as SACE Agent) agree with the proposed successor SACE Agent and SACE amendments to this Clause 26 (*Role of the SACE Agent*) and any other term of this Agreement dealing with the rights or obligations of the SACE Agent consistent with then current market practice for the appointment and protection of corporate trustees together with any reasonable amendments to the SACE agency fee payable under this Agreement which are consistent with the successor SACE Agent's normal fee rates and those amendments will bind the Parties.
    5. The retiring SACE Agent shall make available to the successor SACE Agent such documents and records and provide such assistance as the successor SACE Agent may reasonably request for the purposes of performing its functions as Agent under the Finance Documents and the SACE Guarantee. The Borrower shall, within three Business Days of demand, reimburse the retiring SACE Agent for the amount of all costs and expenses (including legal fees) properly incurred by it in making available such documents and records and providing such assistance.
    6. The SACE Agent's resignation notice shall only take effect upon the later of:
       1. the appointment of a successor; and
       2. the transfer of the SACE Guarantee to that successor.
    7. As from the date on which the SACE Agent's resignation notice takes effect, the retiring SACE Agent shall be discharged from any further obligation in respect of the Finance Documents (other than its obligations under paragraph (e) above) but shall remain entitled to the benefit of Clause 15.3 (*Indemnity to the Agent and the SACE Agent*) and this Clause 26 (*Role of the Agent*) (and any agency fees for the account of the retiring SACE Agent shall cease to accrue from (and shall be payable on) that date). Any successor and each of the other Parties shall have the same rights and obligations amongst themselves as they would have had if such successor had been an original Party.

Replacement of the SACE Agent

* + 1. After consultation with the Borrower, the Majority Lenders may (with the prior consent of SACE), by giving 30 days' notice to the SACE Agent replace the SACE Agent by appointing a successor SACE Agent (acting through an office in the EU).
    2. The retiring SACE Agent shall (at the expense of the Lenders) make available to the successor SACE Agent such documents and records and provide such assistance as the successor SACE Agent may reasonably request for the purposes of performing its functions as SACE Agent under the Finance Documents.
    3. The appointment of the successor SACE Agent shall take effect on the date specified in the notice from the Majority Lenders to the retiring SACE Agent.
    4. As from the date on which the appointment of the successor SACE Agent takes effect, the retiring SACE Agent shall be discharged from any further obligation in respect of the Finance Documents (other than its obligations under paragraph (b) above) but shall remain entitled to the benefit of Clause 15.3 (*Indemnity to the Agent and the SACE Agent*) and this Clause 26 (*Role of the SACE Agent*) (and any agency fees for the account of the retiring SACE Agent shall cease to accrue from (and shall be payable on) that date).
    5. Any successor SACE Agent and each of the other Parties shall have the same rights and obligations amongst themselves as they would have had if such successor had been an original Party.

SACE's consent to new SACE Agents

Any replacement, appointment, or substitution of, or other change to, the SACE Agent (as well as the appointment of any sub-agent or delegate by the SACE Agent in connection with the Finance Documents or the SACE Guarantee) and any notice given by a Finance Party in that respect to any other Party, which is provided under, or which is the consequence of any provision of, Clause 26.13 (*Resignation of the SACE Agent*) or Clause 26.14 (*Replacement of the SACE Agent*) or any other provisions of the Finance Documents, is subject to the prior written consent of SACE.

Confidentiality

* + 1. In acting as agent for the Lenders, the SACE Agent shall be regarded as acting through its agency division which shall be treated as a separate entity from any other of its divisions or departments.
    2. If information is received by another division or department of the SACE Agent, it may be treated as confidential to that division or department and the SACE Agent shall not be deemed to have notice of it.

Relationship with the Agent and the Lenders

* + 1. The Agent will notify the SACE Agent of the identity and notice details of each Lender upon the request of the SACE Agent (who may then notify SACE). The SACE Agent may treat the person shown in the Agent's records as Lender at any time.
    2. Each of the Lenders and the Agent agrees that any communication between it and SACE in connection with the SACE Guarantee or any Finance Document shall be conducted by and through the SACE Agent.
    3. Each of the Lenders and the SACE Agent agrees that any communication between the SACE Agent and any Lender in connection with the SACE Guarantee or any Finance Document shall be conducted by and through the Agent.
    4. The SACE Agent will be entitled to receive and act upon any notice, request, document or communication or make any decision or determination under any Finance Document or the SACE Guarantee on behalf of a Lender or a group of Lenders if the Agent has notified it of such notice, request, document or communication on behalf of that Lender or group of Lenders, without further verification.

Credit appraisal by the Lenders

Without affecting the responsibility of the Borrower for information supplied by it or on its behalf in connection with any Finance Document or the SACE Guarantee, each Lender confirms to the SACE Agent that it has been, and will continue to be, solely responsible for making its own independent appraisal and investigation of all risks arising under or in connection with any Finance Document, the Italian Guarantee Providers and the SACE Guarantee, including but not limited to:

* + 1. the financial condition, status and nature of the Borrower and each Italian Guarantee Provider;
    2. the legality, validity, effectiveness, adequacy or enforceability of any Finance Document, the SACE Guarantee and any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document or the SACE Guarantee;
    3. whether that Lender has recourse, and the nature and extent of that recourse, against any Party or any Italian Guarantee Provider, or any of their respective assets under or in connection with any Finance Document or the SACE Guarantee, the transactions contemplated by the Finance Documents or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document or the SACE Guarantee; and
    4. the adequacy, accuracy or completeness of the Utilisation Request and any other information provided by the Agent, any Party or by any other person under or in connection with any Finance Document or the SACE Guarantee, the transactions contemplated by any Finance Document, the SACE Guarantee or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document or the SACE Guarantee.

Deduction from amounts payable by the SACE Agent

If any Party owes an amount to the SACE Agent under the Finance Documents or the SACE Guarantee, the SACE Agent may, after giving notice to that Party, deduct an amount not exceeding that amount from any payment to that Party which the SACE Agent would otherwise be obliged to make under the Finance Documents or the SACE Guarantee and apply the amount deducted in or towards satisfaction of the amount owed. For the purposes of the Finance Documents or the SACE Guarantee that Party shall be regarded as having received any amount so deducted.

SACE Guarantee

Each Lender confirms to the SACE Agent that:

* + 1. it has been provided with a copy of the SACE Guarantee and has made (and shall continue to make) its own independent investigation and assessment of the SACE Guarantee;
    2. it understands that the SACE Agent will be entering into the SACE Guarantee on behalf of the Lenders and authorises the SACE Agent to do so;
    3. the SACE Agent and SACE have been provided with all information requested from that Lender by the SACE Agent in order for the SACE Agent to enter into the SACE Guarantee;
    4. all information provided by that Lender to the SACE Agent in relation to the SACE Guarantee is correct, complete and up to date and is not misleading;
    5. any representations and warranties to be made by the Agent (on behalf of that Lender) to SACE in the SACE Guarantee were or will be true in all material respects as at the date such representations or warranties were made, so far as that Lender is aware; and
    6. any communication between it and SACE in connection with the SACE Guarantee or any Finance Document shall be conducted by and through the SACE Agent.

Examination of documents

Without prejudice to the obligations of the SACE Agent under the SACE Guarantee, the Borrower and each Lender hereby unconditionally and irrevocably agrees that:

* + 1. the SACE Agent's responsibility for the examination of the Utilisation Request or any other document received with respect thereto shall be limited to ascertaining that such document appears on its face (or, if any such document is not only in English, the English translation or version of which appears on its face) to be in accordance with its description;
    2. no Finance Party shall be obliged to enquire as to, or be responsible for, the validity, truthfulness or genuineness of the Utilisation Request or any other document received with respect thereto, or any of the statements set out therein;
    3. each Finance Party shall be fully entitled to rely on the accuracy of any statements contained in the Utilisation Request or any other document received with respect thereto; and
    4. no Finance Party shall be responsible for any delay in the making of any Loan resulting from a request for evidence or documentation by any Italian Guarantee Provider, or by a Finance Party in order to be satisfied that the SACE Guarantee shall apply to the corresponding Loan when made.

For the purpose of this Clause 26.21 (*Examination of documents*), "**appears on its face**" shall be construed in accordance with the latest version of the Uniform Customs Practice for Documentary Credits of the International Chamber of Commerce.

1. Conduct of Business by the Finance Parties

No provision of this Agreement will:

* + 1. interfere with the right of any Finance Party to arrange its affairs (tax or otherwise) in whatever manner it thinks fit;
    2. oblige any Finance Party to investigate or claim any credit, relief, remission or repayment available to it or the extent, order and manner of any claim; or
    3. oblige any Finance Party to disclose any information relating to its affairs (tax or otherwise) or any computations in respect of Tax.

1. Sharing Among the Finance Parties

Payments to Finance Parties

If a Finance Party (a "**Recovering Finance Party**") receives or recovers any amount from the Borrower other than in accordance with Clause 29 (*Payment Mechanics*) (a "**Recovered Amount**") and applies that amount to a payment due under the Finance Documents then:

* + 1. the Recovering Finance Party shall, within 3 Business Days, notify details of the receipt or recovery to the Agent;
    2. the Agent shall determine whether the receipt or recovery is in excess of the amount the Recovering Finance Party would have been paid had the receipt or recovery been received or made by the Agent and distributed in accordance with Clause 29 (*Payment Mechanics*), without taking account of any Tax which would be imposed on the Agent in relation to the receipt, recovery or distribution; and
    3. the Recovering Finance Party shall, within 3 Business Days of demand by the Agent, pay to the Agent an amount (the "**Sharing Payment**") equal to such receipt or recovery less any amount which the Agent determines may be retained by the Recovering Finance Party as its share of any payment to be made, in accordance with Clause 29.6 (*Partial Payments*).

Redistribution of Payments

The Agent shall treat the Sharing Payment as if it had been paid by the Borrower and distribute it between the Finance Parties (other than the Recovering Finance Party) (the "**Sharing Finance Parties**") in accordance with Clause 29.6 (*Partial Payments*) towards the obligations of the Borrower to the Sharing Finance Parties.

Recovering Finance Party's Rights

On a distribution by the Agent under Clause 28.2 (*Redistribution of Payments*) of a payment received by a Recovering Finance Party from the Borrower as between the Borrower and the Recovering Finance Party, an amount of the Recovered Amount equal to the Sharing Payment will be treated as not having been paid by the Borrower.

Reversal of Redistribution

If any part of the Sharing Payment received or recovered by a Recovering Finance Party becomes repayable and is repaid by that Recovering Finance Party, then:

* + 1. each Sharing Finance Party shall, upon request of the Agent, pay to the Agent for the account of that Recovering Finance Party an amount equal to the appropriate part of its share of the Sharing Payment (together with an amount as is necessary to reimburse that Recovering Finance Party for its proportion of any interest on the Sharing Payment which that Recovering Finance Party is required to pay) (the "**Redistributed Amount**"); and
    2. as between the Borrower and each relevant Sharing Finance Party, an amount equal to the relevant Redistributed Amount will be treated as not having been paid by the Borrower.

Exceptions

* + 1. This Clause 28 (*Sharing among the Finance Parties*) shall not apply to the extent that the Recovering Finance Party would not, after making any payment pursuant to this Clause 28 (*Sharing among the Finance Parties*), have a valid and enforceable claim against the Borrower.
    2. A Recovering Finance Party is not obliged to share with any other Finance Party any amount which the Recovering Finance Party has received or recovered as a result of taking legal or arbitration proceedings, if:
       1. it notified that other Finance Party of the legal or arbitration proceedings; and
       2. that other Finance Party had an opportunity to participate in those legal or arbitration proceedings but did not do so as soon as reasonably practicable having received notice and did not take separate legal or arbitration proceedings.
    3. This Clause 28 (*Sharing among the Finance Parties*), shall not apply to any payment made to the Italian Guarantee Providers by a Lender or the Borrower following a payment by the Italian Guarantee Providers to any Lender under the SACE Guarantee, in the event the Italian Guarantee Providers have fully indemnified under the SACE Guarantee.

1. Payment Mechanics

Payments to the Agent

* + 1. On each date on which the Borrower or a Lender is required to make a payment under a Finance Document, the Borrower or Lender shall make the same available to the Agent (unless a contrary indication appears in a Finance Document) for value on the due date at the time and in such funds specified by the Agent as being customary at the time for settlement of transactions in the relevant currency in the place of payment.
    2. Payment shall be made to such account in a principal financial centre in such Participating Member State or in London and with such bank as the Agent, in each case, specifies.

Distributions by the Agent and the SACE Agent

Each payment received by the Agent or the SACE Agent under the Finance Documents or the SACE Guarantee for another Party shall, subject to Clause 29.4 (*Distributions to the Borrower*) and Clause 29.5 (*Clawback and pre funding*) be made available by the Agent or the SACE Agent (as the case may be) as soon as practicable after receipt to the Party entitled to receive payment in accordance with this Agreement (in the case of a Lender, for the account of its Facility Office), to such account as that Party may notify to the Agent (following which the Agent shall promptly notify the SACE Agent, if relevant to it) by not less than 5 Business Days' notice with a bank specified by that Party in the principal financial centre of the country of that currency (or, in relation to euro, in the principal financial centre of a Participating Member State or London, as specified by that Party).

Distributions in respect of the Utilisation

The Borrower and each Lender irrevocably and unconditionally authorises and directs the Agent to pay the proceeds of the Loan directly to the Borrower.

Distributions to the Borrower

The Agent may (with the consent of the Borrower or in accordance with Clause 30 (*Set-Off*)) apply any amount received by it for the Borrower in or towards payment (on the date and in the currency and funds of receipt) of any amount due from the Borrower under the Finance Documents or in or towards purchase of any amount of any currency to be so applied.

Clawback and pre-funding

* + 1. Where a sum is to be paid to the Agent or the SACE Agent under the Finance Documents or the SACE Guarantee for another Party, the Agent is not obliged to pay that sum to that other Party (or to enter into or perform any related exchange contract) until it has been able to establish to its satisfaction that it has actually received that sum.
    2. Unless paragraph (c) below applies, if the Agent or the SACE Agent pays an amount to another Party and it proves to be the case that the Agent or the SACE Agent (as the case may be) had not actually received that amount, then the Party to whom that amount (or the proceeds of any related exchange contract) was paid by the Agent or the SACE Agent shall on demand refund the same to the Agent or the SACE Agent (as the case may be) together with interest on that amount from the date of payment to the date of receipt by the Agent or the SACE Agent, calculated by the Agent or the SACE Agent to reflect its cost of funds.
    3. If the Agent is willing to make available amounts for the account of the Borrower before receiving funds from the Lenders then if and to the extent that the Agent does so but it proves to be the case that it does not then receive funds from a Lender in respect of a sum which it paid to the Borrower:
       1. the Borrower shall on demand refund it to the Agent; and
       2. the Lender by whom those funds should have been made available or, if that Lender fails to do so, the Borrower shall on demand pay to the Agent the amount (as certified by the Agent) which will indemnify the Agent against any funding cost incurred by it as a result of paying out that sum before receiving those funds from that Lender.

Partial Payments

* + 1. If the Agent receives a payment for application against amounts due in respect of any Finance Documents from or on behalf of the Borrower or under the SACE Guarantee that is insufficient to discharge all the amounts then due and payable by the Borrower under the Finance Documents, the Agent shall apply that payment towards the obligations of the Borrower under the Finance Documents in the following order:
       1. first, in or towards payment pro rata of any unpaid amounts owing to the Agent under the Finance Documents;
       2. secondly, in or towards payment pro rata of any accrued interest, fee or commission due but unpaid under this Agreement;
       3. thirdly, in or towards payment pro rata of any principal due but unpaid under this Agreement; and
       4. fourthly, in or towards payment pro rata of any other sum due but unpaid under the Finance Documents.
    2. The Agent shall, if so directed by SACE and the Majority Lenders (with the instructions of the SACE prevailing in the event its instructions conflict with those of the Majority Lenders), vary the order set out in paragraphs (a)(ii) to (a)(iv) above.
    3. Paragraphs (a) and (b) above will override any appropriation made by the Borrower.
    4. A payment by SACE to the Finance Parties under the SACE Guarantee will not discharge the Borrower from its payment obligations to such Finance Party under any Finance Document.

No Set-Off by the Borrower

All payments to be made by the Borrower under the Finance Documents shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.

Business Days

* + 1. Any payment under the Finance Documents which is due to be made on a day that is not a Business Day shall be made on the next Business Day in the same calendar month (if there is one) or the preceding Business Day (if there is not).
    2. During any extension of the due date for payment of any principal or Unpaid Sum under this Agreement interest is payable on the principal or Unpaid Sum at the rate payable on the original due date.

Currency of Account

* + 1. Subject to paragraphs (b) and (c) below, EUR is the currency of account and payment for any sum due from the Borrower under any Finance Document.
    2. Each payment in respect of costs, expenses or Taxes shall be made in the currency in which the costs, expenses or Taxes are incurred.
    3. Any amount expressed to be payable in a currency other than EUR shall be paid in that other currency.

Change of Currency

* + 1. Unless otherwise prohibited by law, if more than one currency or currency unit are at the same time recognised by the central bank of any country as the lawful currency of that country, then:
       1. any reference in the Finance Documents to, and any obligations arising under the Finance Documents in, the currency of that country shall be translated into, or paid in, the currency or currency unit of that country designated by the Agent (after consultation with the Borrower); and
       2. any translation from one currency or currency unit to another shall be at the official rate of exchange recognised by the central bank for the conversion of that currency or currency unit into the other, rounded up or down by the Agent (acting reasonably).
    2. If a change in any currency of a country occurs, this Agreement will, to the extent the Agent (acting reasonably and after consultation with the Borrower) specifies to be necessary, be amended to comply with any generally accepted conventions and market practice in the Relevant Market and otherwise to reflect the change in currency.

Disruption to payment systems etc.

If either the Agent determines (in its discretion) that a Disruption Event has occurred or the Agent is notified by the Borrower that a Disruption Event has occurred:

* + 1. the Agent may, and shall if requested to do so by the Borrower, consult with the Borrower with a view to agreeing with the Borrower such changes to the operation or administration of the Facility as the Agent may deem necessary in the circumstances;
    2. the Agent shall not be obliged to consult with the Borrower in relation to any changes mentioned in paragraph (a) above if, in its opinion, it is not practicable to do so in the circumstances and, in any event it shall have no obligation to agree to such changes;
    3. the Agent may consult with the Finance Parties in relation to any changes mentioned in paragraph (a) above but shall not be obliged to do so if, in its opinion, it is not practicable to do so in the circumstances;
    4. any such changes agreed upon by the Agent and the Borrower shall (whether or not it is finally determined that a Disruption Event has occurred) be binding upon the Parties as an amendment to (or, as the case may be, waiver of) the terms of the Finance Documents notwithstanding the provisions of Clause 35 (*Amendments and Waivers*);
    5. the Agent shall not be liable for any damages, costs or losses to any person, any diminution in value or any liability whatsoever (including, without limitation for negligence, gross negligence or any other category of liability whatsoever but not including any claim based on the fraud of the Agent) arising as a result of its taking, or failing to take, any actions pursuant to or in connection with this Clause 29.11 (*Disruption to payment systems etc.*); and
    6. the Agent shall notify the Finance Parties of all changes agreed pursuant to paragraph (d) above.

1. Set-Off

A Finance Party may set off any matured obligation due from the Borrower under the Finance Documents (to the extent beneficially owned by that Finance Party) against any matured obligation owed by that Finance Party to the Borrower, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Finance Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

1. Notices

Communications in Writing

Any communication to be made under or in connection with the Finance Documents shall be made in writing and, unless otherwise stated, may be made by fax or letter.

Addresses

The address and/or fax number (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with the Finance Documents is:

* + 1. in the case of the Borrower, that identified with its name in Schedule 1 (*The Original Parties*);
    2. in the case of each Lender, that notified in writing to the Agent and the SACE Agent on or prior to the date on which it becomes a Party; and
    3. in the case of any Original Lender, any Mandated Lead Arranger, the Documentation Bank, the Agent or the SACE Agent, that identified with its name in Schedule 1 (*The Original Parties*),

or any substitute address or fax number or department or officer as the Party may notify to the Agent (or the Agent may notify to the other Parties, if a change is made by the Agent) by not less than 5 Business Days' notice.

Delivery

* + 1. Any communication or document made or delivered by one person to another under or in connection with the Finance Documents will only be effective:
       1. if by way of fax, when received in legible form; or
       2. if by way of letter, when it has been left at the relevant address or 5 Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address.

and, if a particular department or officer is specified as part of its address details provided under Clause 31.2 (*Addresses*), if addressed to that department or officer.

* + 1. Any communication or document to be made or delivered to the Agent will be effective only when actually received by the Agent and then only if it is expressly marked for the attention of the department or officer identified with the Agent's signature below (or any substitute department or officer as the Agent shall specify for this purpose).
    2. All notices from or to the Borrower shall be sent through the Agent.
    3. Any communication or document made or delivered to the Borrower in accordance with this Clause 31.3 (*Delivery*) will be deemed to have been made or delivered to each of the Borrower.
    4. Any communication or document which becomes effective, in accordance with paragraphs (a) to (d) above, after 5.00 p.m. in the place of receipt shall be deemed only to become effective on the following Business Day.

Notification of Address and Fax Number

Promptly upon changing its address or fax number, the Agent shall notify the other Parties.

Electronic communication

* + 1. Any communication or document to be made or delivered by one Party to another under or in connection with the Finance Documents may be made or delivered by electronic mail or other electronic means (including, without limitation, by way of posting to a secure website) if those two Parties:
       1. notify each other in writing of their electronic mail address and/or any other information required to enable the transmission of information by that means; and
       2. notify each other of any change to their address or any other such information supplied by them by not less than five Business Days' notice.
    2. Any such electronic communication or delivery as specified in paragraph (a) above to be made between the Borrower and a Finance Party may only be made in that way to the extent that those two Parties agree that, unless and until notified to the contrary, this is to be an accepted form of communication or delivery.
    3. Any such electronic communication or document as specified in paragraph (a) above made or delivered by one Party to another between any two Parties will be effective only when actually received (or made available) in readable form and in the case of any electronic communication or document made or delivered by a Party to the Agent only if it is addressed in such a manner as the Agent shall specify for this purpose.
    4. Any electronic communication or document which becomes effective, in accordance with paragraph (c) above, after 5:00 p.m. in the place in which the Party to whom the relevant communication or document is sent or made available has its address for the purpose of this Agreement shall be deemed only to become effective on the following Business Day.
    5. Any reference in a Finance Document to a communication being sent or received or a document being delivered shall be construed to include that communication or document being made available in accordance with this Clause 31.5 (*Electronic communication*).

English Language

* + 1. Any notice given under or in connection with any Finance Document must be in English.
    2. All other documents provided under or in connection with any Finance Document must be:
       1. in English; or
       2. if not in English, and if so required by the Agent, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

1. Calculations and Certificates

Accounts

In any litigation or arbitration proceedings arising out of or in connection with a Finance Document, the entries made in the accounts maintained by a Finance Party are prima facie evidence of the matters to which they relate.

Certificates and Determinations

Any certification or determination by a Finance Party of a rate or amount under any Finance Document is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

Day count convention and interest calculation

Any interest, commission or fee accruing under a Finance Document will accrue from day to day and is calculated on the basis of the actual number of days elapsed and a year of 360 days or, in any case where the practice in the Relevant Market differs, in accordance with that market practice.

1. Partial Invalidity

If, at any time, any provision of a Finance Document is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

1. Remedies and Waivers

No failure to exercise, nor any delay in exercising, on the part of any Finance Party or Italian Guarantee Provider, any right or remedy under a Finance Document shall operate as a waiver of any such right or remedy or constitute an election to affirm any Finance Document. No election to affirm any Finance Document on the part of any Finance Party or Italian Guarantee Provider shall be effective unless it is in writing. No single or partial exercise of any right or remedy shall prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in each Finance Document are cumulative and not exclusive of any rights or remedies provided by law.

1. Amendments and Waivers

Required Consents

* + 1. Subject to Clause 35.2 (*Exceptions*) and Clause 35.3 (*Other exceptions*) any term of the Finance Documents may be amended or waived only with the consent of the Majority Lenders, SACE and the Borrower and any such amendment or waiver will be binding on all Parties.
    2. The Agent may effect, on behalf of any Finance Party, any amendment or waiver permitted by this Clause 35 (*Amendments and Waivers*).
    3. Paragraph (c) of Clause 22.10 (*Pro rata interest settlement*) shall apply to this Clause 35 (*Amendments and Waivers*).

Exceptions

Subject to Clause 35.4 (*Replacement of Screen Rate*) an amendment or waiver of any term of any Finance Document that has the effect of changing or which relates to:

* + 1. the definition of "**Majority Lenders**" in Clause 1.1 (*Definitions*);
    2. an extension to the date of payment of any amount under the Finance Documents;
    3. a reduction in the Margin or a reduction in the amount of any payment of principal, interest, fees or commission payable;
    4. a change in currency of payment of any amount under the Finance Documents;
    5. an increase in any Commitment or the Total Commitments or an extension of the Availability Period or any requirement that a cancellation of Commitments reduces the Commitments of the Lenders rateably under the Facility;
    6. a change to the Borrower;
    7. any provision which expressly requires the consent of all the Lenders;
    8. any Sanction Provision or any definition under Clause 1.1 (*Definitions*) used in the Sanction Provisions;
    9. Clause 1.5 (*Italian Guarantee Providers override*), Clause 1.8 (*Non-applicable provisions between the Borrower and any Finance Party subject to Anti-Boycott Laws*), Clause 2.2 (*Finance Parties' and Italian Guarantee Providers’* *Rights and Obligations*), Clause 5.1 (*Delivery of the Utilisation Request*), Clause 7.1 (*Illegality and Sanctions*), Clause 7.2 (*Further illegality*), Clause 7.3 (*ECA Mandatory Prepayment Event*), paragraph (a) of Clause 18.26 (*Sanctions*), Clause 20.17 (*Sanctions*), Clause 22 (*Changes to the Lenders*), this Clause 35 (*Amendments and Waivers*), Clause 40 (*Governing Law*), Clause 41 (*Arbitration*) or Clause 42.1 (*Jurisdiction*); or
    10. the nature or scope of the SACE Guarantee,

shall not be made without the prior consent of all the Lenders and, if required under the terms of the SACE Guarantee, SACE.

Other exceptions

An amendment or waiver which relates to the rights or obligations of the Agent, the SACE Agent or any Mandated Lead Arranger (each in their capacity as such) may not be effected without the consent of the Agent, the SACE Agent or such Mandated Lead Arranger, as the case may be.

Replacement of Screen Rate

* + 1. Subject to Clause 35.3 (*Other exceptions*), if a Screen Rate Replacement Event has occurred in relation to the Screen Rate for euros, any amendment or waiver which relates to:
       1. providing for the use of a Replacement Benchmark in relation to euro in place of the Screen Rate; and
          1. aligning any provision of any Finance Document to the use of that Replacement Benchmark;
          2. enabling that Replacement Benchmark to be used for the calculation of interest under this Agreement (including, without limitation, any consequential changes required to enable that Replacement Benchmark to be used for the purposes of this Agreement);
          3. implementing market conventions applicable to that Replacement Benchmark;
          4. providing for appropriate fallback (and market disruption) provisions for that Replacement Benchmark; or
          5. adjusting the pricing to reduce or eliminate, to the extent reasonably practicable, any transfer of economic value from one Party to another as a result of the application of that Replacement Benchmark (and if any adjustment or method for calculating any adjustment has been formally designated, nominated or recommended by the Relevant Nominating Body, the adjustment shall be determined on the basis of that designation, nomination or recommendation),

may be made with the consent of the Agent (acting on the instructions of the Majority Lenders) and the Borrower.

* + 1. If any Lender fails to respond to a request for an amendment or waiver described in paragraph (a) above within fifteen (15) Business Days (or such longer time period in relation to any request which the Borrower and the Agent may agree) of that request being made:
       1. its Commitment shall not be included for the purpose of calculating the Total Commitments when ascertaining whether any relevant percentage of Total Commitments has been obtained to approve that request; and
       2. its status as a Lender shall be disregarded for the purpose of ascertaining whether the agreement of any specified group of Lenders has been obtained to approve that request,

unless such failure to respond is the result of that Lender not having received sufficient instructions from the Italian Guarantee Providers.

1. Confidential Information

Confidential Information

Each Finance Party agrees to keep all Confidential Information confidential and not to disclose it to anyone, save to the extent permitted by Clause 36.2 (*Disclosure of Confidential Information*) and Clause 36.4 (*Disclosure to Numbering Service Providers*), and to ensure that all Confidential Information is protected with security measures and a degree of care that would apply to its own confidential information.

Disclosure of Confidential Information

Any Finance Party may disclose:

* + 1. to any of its Affiliates and any of its or their officers, directors, employees, professional advisers, auditors, partners and Representatives such Confidential Information as that Finance Party shall consider appropriate if any person to whom the Confidential Information is to be given pursuant to this paragraph (a) is informed in writing of its confidential nature and that some or all of such Confidential Information may be price-sensitive information except that there shall be no such requirement to so inform if the recipient is subject to professional obligations to maintain the confidentiality of the information or is otherwise bound by requirements of confidentiality in relation to the Confidential Information;
    2. to any person:
       1. to (or through) whom it assigns or transfers (or may potentially assign or transfer) all or any of its rights and/or obligations under one or more Finance Documents or which succeeds (or which may potentially succeed) it as Agent and, in each case to any of that person's Affiliates, Related Funds, Representatives and professional advisers;
       2. with (or through) whom it enters into (or may potentially enter into), whether directly or indirectly, any sub-participation in relation to, or any other transaction under which payments are to be made or may be made by reference to, one or more Finance Documents and/or the Borrower and to any of that person's Affiliates, Related Funds, Representatives and professional advisers;
       3. appointed by any Finance Party or by a person to whom paragraph (i) or (ii) above applies to receive communications, notices, information or documents delivered pursuant to the Finance Documents on its behalf (including, without limitation, any person appointed under paragraph (b) of Clause 25.17 (*Relationship with the Lenders*));
       4. who invests in or otherwise finances (or may potentially invest in or otherwise finance), directly or indirectly, any transaction referred to in paragraph (i) or (ii) above;
       5. to whom information is required or requested to be disclosed by any court of competent jurisdiction or any governmental, banking, taxation or other regulatory authority or similar body, the rules of any relevant stock exchange or pursuant to any applicable law or regulation;
       6. to whom information is required to be disclosed in connection with, and for the purposes of, any litigation, arbitration, administrative or other investigations, proceedings or disputes;
       7. to whom or for whose benefit that Finance Party charges, assigns or otherwise creates Security (or may do so) pursuant to Clause 22.8 (*Security over Lenders' Rights*);
       8. who is a Party; or
       9. with the consent of the Borrower;

in each case, such Confidential Information as that Finance Party shall consider appropriate if:

* + - * 1. in relation to paragraphs (i), (ii) and (iii) above, the person to whom the Confidential Information is to be given has entered into a Confidentiality Undertaking except that there shall be no requirement for a Confidentiality Undertaking if the recipient is a professional adviser and is subject to professional obligations to maintain the confidentiality of the Confidential Information;
        2. in relation to paragraph (iv) above, the person to whom the Confidential Information is to be given has entered into a Confidentiality Undertaking or is otherwise bound by requirements of confidentiality in relation to the Confidential Information they receive and is informed that some or all of such Confidential Information may be price-sensitive information;
        3. in relation to paragraphs (v), (vi) and (vii) above, the person to whom the Confidential Information is to be given is informed of its confidential nature and that some or all of such Confidential Information may be price-sensitive information except that there shall be no requirement to so inform if, in the opinion of that Finance Party, it is not practicable so to do in the circumstances;
    1. to:
       1. any Italian Guarantee Provider (and any of its officers, directors, employees, professional advisers, auditors, partners and Representatives); or
       2. any governmental Authority of Italy;

such Confidential Information as that Finance Party shall consider appropriate;

* + 1. to any person appointed by that Finance Party or by a person to whom sub-paragraphs (i) or (ii) of paragraph (b) above applies to provide administration or settlement services in respect of one or more of the Finance Documents including, without limitation, in relation to the trading of participations in respect of the Finance Documents, such Confidential Information as may be required to be disclosed to enable such service provider to provide any of the services referred to in this paragraph (d) if the service provider to whom the Confidential Information is to be given has entered into a confidentiality agreement substantially in the form of the LMA Master Confidentiality Undertaking for Use With Administration/Settlement Service Providers or such other form of confidentiality undertaking agreed between the Borrower and the relevant Finance Party;
    2. to any rating agency (including its professional advisers) such Confidential Information as may be required to be disclosed to enable such rating agency to carry out its normal rating activities in relation to the Finance Documents and/or the Borrower if the rating agency to whom the Confidential Information is to be given is informed of its confidential nature and that some or all of such Confidential Information may be price-sensitive information;
    3. to the governmental Authorities of Italy; and
    4. to each Italian Guarantee Provider.

Disclosure by the Italian Guarantee Providers

Each Party acknowledges and accepts that SACE may disclose any Confidential Information provided to it pursuant to Clause 36.2 (*Disclosure of Confidential Information*) above:

* + 1. to its subsidiary and affiliate companies;
    2. to the Ministry of Economy and Finance of the Republic of Italy and its departments, other Italian Ministries (including any of their departments), interministerial committees of the Italian government and any other Italian committee, authority, agency or governmental entity;
    3. to any of their legal representatives, directors, officers, employees, agents, collaborators, external consultants and professional advisers;
    4. to providers of reinsurance/counter guarantee or any form of risk enhancement (including their agents, brokers and consultants) subject to such persons undertaking confidentiality obligations with SACE, unless they are subject to professional duties of confidentiality;
    5. for the purposes of the State guarantee in favour of SACE and or the coinsurance regimen between SACE and the Italian State pursuant to article 6 of the Italian Law Decree No. 269/2003 and/or for the purposes of Article 2 of law-decree 23/2020 converted into law 40/2020;
    6. following any payment due under the SACE Guarantee;
    7. in case is required to be disclosed by applicable law, regulation, rule or order of a competent authority in the context of litigation, arbitration or administration proceedings, or upon request by an international organization of which SACE or the Republic of Italy is a member;
    8. with the consent of the Borrower, not to be unreasonably withheld;
    9. required or requested to be disclosed by any court of competent jurisdiction, tribunal, administrative or public agency or other governmental, banking, taxation or other regulatory authority or similar entities;
    10. required to be disclosed in connection with, and for the purposes of, any litigation, arbitration, administrative or other investigations, claim, action, proceeding or disputes;
    11. required to be disclosed to an export credit agency; or
    12. to any rating agency (including its professional advisors) as may be required to enable such rating agency to carry out its normal rating activities in relation to this Agreement and/or the Borrower.

Disclosure to Numbering Service Providers

* + 1. Any Finance Party may disclose to any national or international numbering service provider appointed by that Finance Party to provide identification numbering services in respect of this Agreement, the Facility and/or the Borrower the following information:
       1. name of the Borrower;
       2. country of domicile of the Borrower;
       3. place of incorporation the Borrower;
       4. date of this Agreement;
       5. Clause 40 (*Governing Law*);
       6. the names of the Agent and the Mandated Lead Arrangers;
       7. date of each amendment and restatement of this Agreement;
       8. amount of Total Commitments;
       9. currency of the Facility;
       10. type of Facility;
       11. ranking of Facility;
       12. Final Repayment Date for the Facility;
       13. changes to any of the information previously supplied pursuant to paragraphs (i) to (xii) above; and
       14. such other information agreed between such Finance Party and the Borrower,

to enable such numbering service provider to provide its usual syndicated loan numbering identification services.

* + 1. The Parties acknowledge and agree that each identification number assigned to this Agreement, the Facility and/or the Borrower by a numbering service provider and the information associated with each such number may be disclosed to users of its services in accordance with the standard terms and conditions of that numbering service provider.
    2. The Borrower represents that none of the information set out in paragraphs (i) to (xiv) of paragraph (a) above is, nor will at any time be, unpublished price-sensitive information.

Entire Agreement

This Clause 36 (*Confidential information*) constitutes the entire agreement between the Parties in relation to the obligations of the Finance Parties under the Finance Documents regarding Confidential Information and supersedes any previous agreement, whether express or implied, regarding Confidential Information.

Inside Information

Each of the Finance Parties acknowledges that some or all of the Confidential Information is or may be price-sensitive information and that the use of such information may be regulated or prohibited by applicable legislation including securities law relating to insider dealing and market abuse and each of the Finance Parties undertakes not to use any Confidential Information for any unlawful purpose.

Notification of Disclosure

Each of the Finance Parties agrees (to the extent permitted by law and regulation) to inform the Borrower:

* + 1. of the circumstances of any disclosure of Confidential Information made pursuant to sub-paragraph (v) of paragraph (b) of Clause 36.2 (*Disclosure of Confidential Information*) except where such disclosure is made to any of the persons referred to in that paragraph during the ordinary course of its supervisory or regulatory function; and
    2. upon becoming aware that Confidential Information has been disclosed in breach of this Clause 36 (*Confidential information*).

Continuing Obligations

The obligations in this Clause 36 (*Confidential Information*) are continuing and, in particular, shall survive and remain binding on each Finance Party for a period of 12 months from the earlier of:

* + 1. the date on which all amounts payable by the Borrower under or in connection with this Agreement have been paid in full and all Commitments have been cancelled or otherwise cease to be available; and
    2. the date on which such Finance Party otherwise ceases to be a Finance Party.

Press release

No Party will issue any press release or make any public announcement in relation to the transaction without the prior consent of SACE and the other Parties, which will not be unreasonably withheld, with the exception for the avoidance of doubt of the law on ratification of this Agreement by the National Assembly of the Republic of Serbia.

SACE Confidential Information

The Borrower agrees to keep any and all information relating to the SACE Guarantee or the SACE Guarantee Fee of which the Borrower becomes aware or which is received by Borrower from any Finance Party or SACE ("**SACE Confidential Information**") confidential and not to disclose it to anyone, and to ensure that all SACE Confidential Information is protected with security measures and a degree of care that would apply to its own confidential information.

1. Confidentiality of Funding Rates

Confidentiality and disclosure

* + 1. The Agent and the Borrower agree to keep each Funding Rate confidential and not to disclose it to anyone, save to the Italian Guarantee Providers and to the extent permitted by paragraphs (b) and (c) below.
    2. The Agent may disclose:
       1. any Funding Rate to the Borrower pursuant to Clause 8.4 (*Notification of rates of interest*); and
       2. any Funding Rate to any person appointed by it to provide administration services in respect of one or more of the Finance Documents to the extent necessary to enable such service provider to provide those services if the service provider to whom that information is to be given has entered into a confidentiality agreement substantially in the form of the LMA Master Confidentiality Undertaking for Use With Administration/Settlement Service Providers or such other form of confidentiality undertaking agreed between the Agent and the relevant Lender.
    3. The Agent may disclose any Funding Rate, and the Borrower may disclose any Funding Rate, to:
       1. any of its Affiliates and any of its or their officers, ministers, directors, employees, professional advisers, auditors, partners and Representatives if any person to whom that Funding Rate is to be given pursuant to this paragraph (i) is informed in writing of its confidential nature and that it may be price-sensitive information except that there shall be no such requirement to so inform if the recipient is subject to professional obligations to maintain the confidentiality of that Funding Rate or is otherwise bound by requirements of confidentiality in relation to it;
       2. any person to whom information is required or requested to be disclosed by any court of competent jurisdiction or any governmental, banking, taxation or other regulatory authority or similar body, the rules of any relevant stock exchange or pursuant to any applicable law or regulation if the person to whom that Funding Rate is to be given is informed in writing of its confidential nature and that it may be price-sensitive information except that there shall be no requirement to so inform if, in the opinion of the Agent or the Borrower, as the case may be, it is not practicable to do so in the circumstances;
       3. any person to whom information is required to be disclosed in connection with, and for the purposes of, any litigation, arbitration, administrative or other investigations, proceedings or disputes if the person to whom that Funding Rate is to be given is informed in writing of its confidential nature and that it may be price-sensitive information except that there shall be no requirement to so inform if, in the opinion of the Agent or the Borrower, as the case may be, it is not practicable to do so in the circumstances; and
       4. any person with the consent of the relevant Lender.

Related obligations

* + 1. The Agent and the Borrower acknowledge that each Funding Rate is or may be price-sensitive information and that its use may be regulated or prohibited by applicable legislation including securities law relating to insider dealing and market abuse and the Agent and the Borrower undertake not to use any Funding Rate for any unlawful purpose.
    2. The Agent and the Borrower agree (to the extent permitted by law and regulation) to inform the relevant Lender:
       1. of the circumstances of any disclosure made pursuant to paragraph (c)(ii) of Clause 37.1 (*Confidentiality and disclosure*) except where such disclosure is made to any of the persons referred to in that paragraph during the ordinary course of its supervisory or regulatory function; and
       2. upon becoming aware that any information has been disclosed in breach of this Clause 37 (*Confidentiality of Funding Rates*).

No Event of Default

No Event of Default will occur under Clause 21.2 (*Other obligations*) by reason only of the Borrower's failure to comply with this Clause 37 (*Confidentiality of Funding Rates*).

1. Counterparts

Each Finance Document may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of the Finance Document.

1. Governing Language

This Agreement shall be executed in the English language and may, for information purposes, be translated into any other language. In the event of any conflict or inconsistency between the English language version and a version in any other language, or any dispute regarding the interpretation of any provision in the English language version or such other language version of this Agreement, the English language version of this Agreement shall prevail and questions of interpretation shall be addressed solely by reference to the English language version.

1. Governing Law

This Agreement and any non-contractual obligations arising out of or in connection with it are governed by English law.

1. Arbitration

Arbitration

Subject to Clause 41.5 (*Agent's option*), any dispute arising out of or in connection with this Agreement (including a dispute relating to the existence, validity or termination of this Agreement or any non-contractual obligation arising out of in connection with this Agreement) (a "**Dispute**") shall be referred to and finally resolved by arbitration under the Arbitration Rules of the London Court of International Arbitration (LCIA) (the "**Rules**").

Formation of arbitral tribunal, seat and language of arbitration

* + 1. The arbitral tribunal shall consist of three arbitrators. Each party shall be entitled to nominate an arbitrator. The claimant(s), irrespective of number, shall nominate jointly one arbitrator; the respondent(s), irrespective of number, shall nominate jointly the second arbitrator, and a third arbitrator (who shall act as Chairman) shall be appointed by the arbitrators nominated by the claimant(s) and respondent(s) or, in the absence of agreement on the third arbitrator within fifteen (15) days of the appointment of the second arbitrator, by the LCIA Court (as defined in the Rules). If the parties are unable to agree in writing as to which parties are the claimant(s) and respondent(s) then the appointment of arbitrators will take place in accordance with Article 8 of the Rules.
    2. The seat of arbitration shall be London, England.
    3. The language of the arbitration shall be English.

Recourse to courts

For the purposes of arbitration pursuant to this Clause 41 (*Arbitration*), the Parties waive any right of application to determine a preliminary point of law or appeal on a point of law under Sections 45 and 69 of the Arbitration Act 1996.

Italian Guarantee Providers

* + 1. The Parties agree that each Italian Guarantee Provider shall be a party to this arbitration agreement.
    2. Each Italian Guarantee Provider has the right to enforce and to enjoy the benefit of Clause 40 (*Governing Law*) and this Clause 41 (*Arbitration*), subject to the provisions of the Third Parties Act.

Agent's option

Before the Finance Parties have filed, as the case may be, a Request for Arbitration or Response (in each case, as defined in the Rules) the Agent may (and shall, if so instructed by the Majority Lenders) by notice in writing to all other Parties require that all Disputes or a specific Dispute be heard by a court of law. If the Agent gives such notice, the Dispute to which such notice refers shall be determined in accordance with Clause 42 (*Jurisdiction of English courts*).

1. Jurisdiction of English Courts

If the Agent issues a notice pursuant to Clause 41.5 (*Agent's option*), the provisions of this Clause 42 (*Jurisdiction of English Courts*) shall apply.

Jurisdiction

* + 1. The courts of England shall have exclusive jurisdiction to settle any Dispute.
    2. The Parties agree that the courts of England are the most appropriate and convenient court to settle any Dispute and accordingly no Party will argue to the contrary.

1. Service of process
   * 1. Without prejudice to any other mode of service allowed under any relevant law, the Borrower:
        1. irrevocably appoints the Ambassador (the head of diplomatic mission and/or the permanent or interim *chargé d’affaires*, as the case may be) of the Republic of Serbia to the Court of St. James’ at 28 Belgrave Square London SW1X 8QB United Kingdom or should the Embassy change its address, at such changed address in the United Kingdom, as its agent for service of process in relation to any proceedings before the English courts in connection with any Finance Document. Further or in the alternative, the Borrower agrees to service of process on it by special delivery post addressed to the Ambassador as specified above; and
        2. agrees that failure by an agent for the service of process to notify the Borrower of the process will not invalidate the proceedings concerned.
     2. If any person appointed as an agent for service of process is unable for any reason to act as agent for service of process, the Borrower must immediately (and in any event within thirty (30) days of such event taking place) appoint another agent on terms acceptable to the Agent. Failing this, the Agent may appoint another agent for this purpose.
2. Waiver of Immunity
   * 1. The Borrower irrevocably waives generally all immunity it or its assets or revenues may otherwise have in any jurisdiction, including, without limitation, immunity in respect of:
        1. jurisdiction of any court or tribunal;
        2. the giving of any relief by way of injunction or order for specific performance or for the recovery of assets or revenues;
        3. any process for execution of any award or judgment against its property;
        4. service of process; and
        5. the issue of any process against its assets or revenues for the enforcement of a judgment or, in an action in rem, for the arrest, detention or sale of any of its assets and revenues,

and to the extent that in any such jurisdiction there may be attributed to itself or its assets such immunity (whether or not claimed), the Borrower irrevocably consents to the enforcement of any judgment or award and agrees not to claim and irrevocably waives such immunity to the fullest extent permitted by the laws of the jurisdiction, subject to paragraph (d) below.

* + 1. The Borrower agrees that in any proceedings in England this waiver shall have the fullest scope permitted by the English State Immunity Act 1978 and that this waiver is intended to be irrevocable for the purposes of the English State Immunity Act 1978.
    2. Without limitation to the obligations of the Borrower under paragraphs (a) and (b) above, in respect of any proceedings arising out of or in connection with the enforcement and/or execution of any award or judgment made against it, the Borrower hereby submits to the jurisdiction of any court in which any such proceedings are brought.
    3. Notwithstanding the provisions of Clause 44 (*Waiver of Immunity*) (a) to (c) above, the Borrower does not waive any immunity from enforcement in respect of any Excluded Assets.

**This Agreement has been entered into on the date stated at the beginning of this Agreement.**

1. The Original Parties
   * 1. The Borrower

|  |  |
| --- | --- |
| **Name of Borrower** | **Address** |
| **THE REPUBLIC OF SERBIA, REPRESENTED BY THE GOVERNMENT OF THE REPUBLIC OF SERBIA ACTING THROUGH THE MINISTRY OF FINANCE** | Address: Kneza Milosa 20, 11000 Belgrade,  Republic of Serbia  Attention: Minister of Finance  Email: kabinet@mfin.gov.rs/uprava@javnidug.gov.rs |

* + 1. The Mandated Lead Arrangers

|  |  |
| --- | --- |
| **Name of Mandated Lead Arrangers** | **Address** |
| **DEUTSCHE BANK S.P.A.** | Address: Piazza del Calendario, 3  20126 Milan  Italy  Attention: Structured Trade & Export Finance:  Marco Poma  Riccardo Rocchio  Fabiola Venditto  Email: stefpec.db@actaliscertymail.it  [marco.poma@db.com](mailto:marco.poma@db.com)  [riccardo.rocchio@db.com](mailto:riccardo.rocchio@db.com)  fabiola.venditto@db.com |
| **SOCIÉTÉ GÉNÉRALE** | Address: Legal entity address  Société Générale  29 Boulevard Haussmann  75009 Paris  France  Operational matters address:  Société Générale  GLBA/CPM/RAI/FRA  Immeuble Alicante – Socle 5ème étage  17 Cours Valmy  CS 50138  92972 Paris La Défense Cedex  Attention: Bouchra BOUMEZOUED  Gracielle FERNANDES  Email: bouchra.boumezoued@sgcib.com  gracielle.fernandes@sgcib.com  Copy:  alexia.de-montessus@sgcib.com  laura.fourcade@sgcib.com  Tel: + 33 1 57 29 13 12 / +33 1 58 98 28 58 |

* + 1. The Documentation Bank

|  |  |
| --- | --- |
| **Name of Documentation Bank** | **Address** |
| **SOCIÉTÉ GÉNÉRALE** | Address: Legal entity address  Société Générale  29 Boulevard Haussmann  75009 Paris  France  Operational matters address:  Société Générale  GLBA/CPM/RAI/FRA  Immeuble Alicante – Socle 5ème étage  17 Cours Valmy  CS 50138  92972 Paris La Défense Cedex  Attention: Bouchra BOUMEZOUED  Gracielle FERNANDES  Email: bouchra.boumezoued@sgcib.com  gracielle.fernandes@sgcib.com  Copy:  alexia.de-montessus@sgcib.com  laura.fourcade@sgcib.com  Tel: + 33 1 57 29 13 12 / +33 1 58 98 28 58 |

* + 1. The Original Lenders

|  |  |  |
| --- | --- | --- |
| **Name of Original Lenders** | **Commitment** | **Address** |
| **DEUTSCHE BANK S.P.A.** | EUR 100,000,000 | Address: Piazza del Calendario, 3  20126 Milan  Italy  Attention: Structured Trade & Export Finance:  Marco Poma  Riccardo Rocchio  Fabiola Venditto  Email: stefpec.db@actaliscertymail.it  [marco.poma@db.com](mailto:marco.poma@db.com)  [riccardo.rocchio@db.com](mailto:riccardo.rocchio@db.com)  fabiola.venditto@db.com |
| **SOCIÉTÉ GÉNÉRALE** | EUR 100,000,000 | Address: Legal entity address  Société Générale  29 Boulevard Haussmann  75009 Paris  France  Operational matters address:  Société Générale  GLBA/CPM/RAI/FRA  Immeuble Alicante – Socle 5ème étage  17 Cours Valmy  CS 50138  92972 Paris La Défense Cedex  Attention: Bouchra BOUMEZOUED  Gracielle FERNANDES  Email: bouchra.boumezoued@sgcib.com  gracielle.fernandes@sgcib.com  Copy:  alexia.de-montessus@sgcib.com  laura.fourcade@sgcib.com  Tel: + 33 1 57 29 13 12 / +33 1 58 98 28 58 |
|  | Total Commitments: EUR 200,000,000 |  |

* + 1. The Agent

|  |  |
| --- | --- |
| **Name of Agent** | **Address** |
| **DEUTSCHE BANK AG, LONDON BRANCH** | Address: Deutsche Bank AG, London Branch  Winchester House   1 Great Winchester Street  London  EC2N 2DB  United Kingdom  Attention: Trust & Agency Services  Michael O Caoinlean  Vikki Adams  Email: LoanAgency.London@db.com michael.o-caoinlean@db.com  vikki.adams@db.com |

* + 1. The SACE Agent

|  |  |
| --- | --- |
| **Name of SACE Agent** | **Address** |
| **DEUTSCHE BANK S.P.A.** | Address: Piazza del Calendario, 3  20126 Milan  Italy  Attention: Structured Trade & Export Finance:  Marco Poma  Riccardo Rocchio  Fabiola Venditto  Email: stefpec.db@actaliscertymail.it  [marco.poma@db.com](mailto:marco.poma@db.com)  [riccardo.rocchio@db.com](mailto:riccardo.rocchio@db.com)  fabiola.venditto@db.com |

1. Conditions Precedent to Initial Utilisation
   1. Borrower
      * 1. A copy, certified as a true copy by or on behalf of the Borrower, of the law on ratification of this Agreement, together with evidence of such law being published in the Official Gazette of the Republic of Serbia.
        2. A certified copy of a decision of the Government of the Republic of Serbia: (i) approving the borrowing by the Borrower under this Agreement and other Finance Documents; (ii) and authorising the Minister of Finance of the Republic of Serbia to execute the Finance Documents on behalf of the Republic of Serbia.
        3. A certified copy of KZ forms (in Serbian: "KZ obrasci") evidencing that this Agreement has been duly reported to the Central Bank.
        4. A certificate of a Borrower Authorised Signatory setting out the full name, title and true signature of each representative of the Borrower authorised to sign, on behalf of the Borrower, the Finance Documents and any documents to be delivered by the Borrower pursuant to the Finance Documents.
        5. A certificate of the Minister of Finance of the Republic of Serbia confirming that the borrowing of the full amount of the Facility would not cause any borrowing, guaranteeing or similar limit binding on the Borrower or the Republic of Serbia to be breached.
        6. Copy of the State Budget Law for 2024.
        7. A certificate from the Minister of Finance confirming that all amounts due and payable by the Borrower under the Finance Documents are and will be reflected in the relevant annual budget of the Republic of Serbia until there are no Commitments and all outstanding amounts have been paid.
   2. SACE documents
      * 1. A copy of the SACE Guarantee duly executed by all parties to it.
        2. Evidence that all conditions to the effectiveness of the SACE Guarantee (including, without limitation, the payment of the SACE Guarantee Fee) have been satisfied.
        3. Written confirmation from SACE that the Borrower has entered into the Push Letter (in form and substance satisfactory to SACE).
   3. Finance Documents
      * 1. This Agreement duly executed by all original parties to it.
        2. The Fee Letters duly executed by all parties to them.
        3. The Side Letter duly executed by all parties to it.
   4. Legal Opinions
      * 1. A legal opinion of Watson Farley & Williams LLP, legal advisers to the Finance Parties and SACE at the date of this Agreement, as to English law, substantially in the form distributed to such Finance Parties and SACE prior to the date of this Agreement.
        2. A legal opinion of Studio Legale Associato a Watson Farley & Williams, legal advisers to the Finance Parties at the date of this Agreement, as to Italian law, substantially in the form distributed to such Finance Parties prior to the date of this Agreement.
        3. A legal opinion of BDK Advokati, legal advisers to the Finance Parties and SACE at the date of this Agreement, as to Serbian law, substantially in the form distributed to such Finance Parties and SACE prior to the date of this Agreement.
        4. A legal opinion of the Ministry of Justice of the Republic of Serbia, substantially in the form distributed to the Finance Parties and SACE prior to the date of this Agreement.
   5. Other Documents and Evidence
      * 1. Evidence that the fees, costs and expenses then due from the Borrower pursuant to Clause 11 (*Fees*) and Clause 17 (*Costs and Expenses*) have been paid, or will be paid, by the Utilisation Date.
        2. Evidence that any process agent referred to in Clause 43 (*Service of process*) has accepted its appointment.
        3. Any document required by a Finance Party or SACE for the purpose of complying with its requirements relating to data protection laws or "know your customer" checks.
        4. The risk mitigation instruments, entered into for the benefit of the relevant Lenders, are in full force and effect and in form and substance satisfactory to the relevant Lenders and have been notified to SACE.
        5. A copy of any Authorisation or other document, opinion or assurance, consent, licence, approval, registration or declaration as may be required by or from the Borrower to enable it to enter into and perform its obligations and incur any liabilities under the Finance Documents.
2. Form of Utilisation Request

From: [Borrower] (the "**Borrower**")

To: [Agent]

Dated: [●]

Dear Sirs

**[Borrower] – [●] Facility Agreement**

**dated [●] (the "Agreement")**

**Utilisation Request No. [●]**

* 1. We refer to the Agreement. This is a Utilisation Request. Terms defined in the Agreement have the same meaning in this Utilisation Request unless given a different meaning in this Utilisation Request.

We wish to borrow the Loan on the following terms:

|  |  |
| --- | --- |
| Proposed Utilisation Date: | [●] (or, if that is not a Business Day, the next Business Day) |
| Amount: | [●] or, if less, the Available Facility |

The proposed Loan is to be made for general budgetary and operational purposes of the Borrower.

For the avoidance of doubt, we confirm that no part of the proposed Loan will be used for the purpose of financing the Borrower’s current liquidity purposes (*finansiranje tekuće likvidnosti*) within the meaning of Serbian Public Debt Act (*Zakon o javnom dugu*, "Official Gazette of the Republic of Serbia" nos. 61/2005, 107/2009, 78/2011, 68/2015, 95/2018, 91/2019 and 149/2020, as may be amended or replaced from time to time.

We agree that we will not hold any Finance Party or SACE responsible for any delay in making the Loan pursuant to this Utilisation Request which occurs as a result of you making any such request.

The proceeds of this Loan should be credited to the following account of the Borrower:

[●]

We confirm that each condition specified in Clause 4.2 (*Further conditions precedent*) of the Agreement is satisfied on or prior to the date of this Utilisation Request.

This Utilisation Request is irrevocable.

Yours faithfully

…………………………………

Borrower Authorised Signatory for and on behalf of the Borrower

[***name of Borrower***]

1. Form of Transfer Certificate

To: [●]

From: [Deutsche Bank S.P.A] [Société Générale] (the "**Existing Lender**") and [the New Lender] (the "**New Lender**")

Dated: [●]

**Facility agreement (the "Agreement") dated [●] 2024 between (i) the Republic of Serbia, represented by the government of the Republic of Serbia acting through the Ministry of Finance as the borrower, (ii) the banks and financial institutions named in the Agreement as the lenders, (iii) Société Générale as documentation bank, (iv) the banks and financial institutions named in the Agreement as the mandated lead arrangers, (v) Deutsche Bank AG, London Branch as the agent and (vi) Deutsche Bank S.P.A as the SACE agent relating to a loan facility of** **up to EUR 200,000,000.**

We refer to the Agreement. This is Transfer Certificate. Terms defined in the Agreement have the same meaning in this Transfer Certificate unless given a different meaning in this Transfer Certificate.

We refer to Clause 22.5 (*Procedure for Transfer*) of the Agreement:

* + - 1. the Existing Lender and the New Lender agree to the Existing Lender transferring to the New Lender by novation, and in accordance with Clause 22.5 (*Procedure for Transfer*) of the Agreement, all the Existing Lender's rights and obligations under the Agreement and the other Finance Documents which relate to that portion of the Existing Lender's Commitment(s) and participations in the Loan under the Agreement as specified in the Schedule;
      2. the proposed Transfer Date is [●];
      3. the Facility Office and address, fax number and attention details for notices of the New Lender for the purposes of Clause 31.2 (*Addresses*) of the Agreement are set out in the Schedule.

The New Lender expressly acknowledges the limitations on the Existing Lender's obligations set out in paragraph (c) of Clause 22.4 (*Limitation of Responsibility of Existing Lenders*) of the Agreement.

This Transfer Certificate may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Transfer Certificate.

This Transfer Certificate, and any non-contractual obligations arising out of or in connection with it, are governed by English law.

This Transfer Certificate has been entered into on the date stated at the beginning of this Transfer Certificate.

1. The Schedule  
     
   Commitment/rights and obligations to be transferred

[insert relevant details]

[Facility Office address, fax number and attention details for notices and account details for payments,]

**THE EXISTING LENDER**

For and on behalf of )

**[DEUTSCHE BANK S.P.A.] [SOCIÉTÉ GÉNÉRALE]** )

By: )

**THE NEW LENDER.**

For and on behalf of )

**[●]** )

By: )

This Transfer Certificate is acknowledged by the Agent and the Transfer Date is confirmed as [●].

**THE AGENT**

For and on behalf of )

**[DEUTSCHE BANK AG, LONDON BRANCH ]** )

By: )

1. Form of Assignment Agreement

To: **DEUTSCHE BANK AG, LONDON BRANCH** as Agent

The Borrower

From: [Deutsche Bank S.P.A] [Société Générale] (the "**Existing Lender**") and [the New Lender] (the "**New Lender**")

Dated: [●]

**Facility agreement (the "Agreement") dated [●] 2024 between (i) the Republic of Serbia, represented by the government of the Republic of Serbia acting through the Ministry of Finance as the borrower (the "Borrower"), (ii) the banks and financial institutions named in the Agreement as the lenders, (iii) Société Générale as documentation bank, (iv) the banks and financial institutions named in the Agreement as the mandated lead arrangers, (v) Deutsche Bank AG, London Branch as the agent and (vi) Deutsche Bank S.P.A as the SACE agent relating to a loan facility of up to EUR 200,000,000.**

We refer to the Agreement. This is an Assignment Agreement. Terms defined in the Agreement have the same meaning in this Assignment Agreement unless given a different meaning in this Assignment Agreement.

We refer to Clause 22.6 (*Procedure for Assignment*) of the Agreement:

* + - 1. the Existing Lender assigns absolutely to the New Lender all the rights of the Existing Lender under the Agreement and the other Finance Documents which relate to that portion of the Existing Lender's Commitment(s) and participations in the Loan under the Agreement as specified in the Schedule;
      2. the Existing Lender is released from all the obligations of the Existing Lender which correspond to that portion of the Existing Lender's Commitment(s) and participations in the Loan under the Agreement specified in the Schedule;
      3. the New Lender becomes a Party as a Lender and is bound by obligations equivalent to those from which the Existing Lender is released under paragraph (b) above.

The proposed Transfer Date is [●].

On the Transfer Date the New Lender becomes Party to the Finance Documents as a Lender.

The Facility Office and address, fax number and attention details for notices of the New Lender for the purposes of Clause 31.2 (*Addresses*) of the Agreement are set out in the Schedule.

The New Lender expressly acknowledges the limitations on the Existing Lender's obligations set out in paragraph (c) of Clause 22.4 (*Limitation of Responsibility of Existing Lenders*) of the Agreement.

This Assignment Agreement acts as notice to the Agent (on behalf of each Finance Party) and, upon delivery in accordance with Clause 22.7 (*Copy of Transfer Certificate or Assignment Agreement to Borrower*) of the Agreement, to the Borrower (on behalf of the Borrower) of the assignment referred to in this Assignment Agreement.

This Assignment Agreement may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Assignment Agreement.

This Assignment Agreement and any non-contractual obligations arising out of or in connection with it are governed by English law.

This Assignment Agreement has been entered into on the date stated at the beginning of this Assignment Agreement.

1. THE SCHEDULE  
     
   RIGHTS TO BE ASSIGNED AND OBLIGATIONS TO BE RELEASED AND UNDERTAKEN

[*insert relevant details*]

[Facility office address, fax number and attention details for notices and account details for payments,]

**THE EXISTING LENDER**

For and on behalf of )

**[DEUTSCHE BANK S.P.A.] [SOCIÉTÉ GÉNÉRALE]** )

By: )

**THE NEW LENDER**

For and on behalf of )

**[●]** )

By: )

This Assignment Agreement is acknowledged by the Agent and the Transfer Date is confirmed as [●].

Signature of this Assignment Agreement by the Agent constitutes confirmation by the Agent of receipt of notice of the assignment referred to herein, which notice the Agent receives on behalf of each Finance Party.

**THE AGENT**

For and on behalf of )

**[DEUTSCHE BANK AG, LONDON BRANCH ]** )

By: )

1. LMA form of Confidentiality Undertaking

**[Letterhead of Potential Purchaser]**

Date: [●]

To: [*insert name of Seller*]

**[Borrower] – [●] Facility Agreement**

**dated [●] (the "Agreement")**

**Borrower: (the "Borrower")**

**Date: [●]**

**Amount: [●]**

**Agent: [●]**

Dear Sirs

We are considering acquiring an interest in the Agreement which, subject to the Agreement, may be by way of novation, assignment, the entering into, whether directly or indirectly, of a sub-participation or any other transaction under which payments are to be made or may be made by reference to one or more Finance Documents and/or the Borrower or by way of investing in or otherwise financing, directly or indirectly, any such novation, assignment, sub-participation or other transaction (the "**Acquisition**"). In consideration of you agreeing to make available to us certain information, by our signature of this letter we agree as follows (acknowledged and agreed by you by your signature of a copy of this letter):

* 1. Confidentiality Undertaking

We undertake (a) to keep all Confidential Information confidential and not to disclose it to anyone, save to the extent permitted by Clause 2 (*Permitted Disclosure*) below and to ensure that all Confidential Information is protected with security measures and a degree of care that would apply to our own confidential information and (b) until the Acquisition is completed to use the Confidential Information only for the Permitted Purpose.

* 1. Permitted Disclosure

You agree that we may disclose:

* + - 1. to any of our Affiliates and any of our or their officers, directors, employees, professional advisers and auditors such Confidential Information as we shall consider appropriate if any person to whom the Confidential Information is to be given pursuant to this paragraph (a) is informed in writing of its confidential nature and that some or all of such Confidential Information may be price-sensitive information, except that there shall be no such requirement to so inform if the recipient is subject to professional obligations to maintain the confidentiality of the information or is otherwise bound by requirements of confidentiality in relation to the Confidential Information;
      2. subject to the requirements of the Agreement, to any person:
         1. to (or through) whom we assign or transfer (or may potentially assign or transfer) all or any of our rights and/or obligations which we may acquire under the Agreement such Confidential Information as we shall consider appropriate if the person to whom the Confidential Information is to be given pursuant to this sub-paragraph (i) of paragraph (b) of Clause 2 (*Permitted Disclosure*) has delivered a letter to us in equivalent form to this letter;
         2. with (or through) whom we enter into (or may potentially enter into) any sub-participation in relation to, or any other transaction under which payments are to be made or may be made by reference to the Agreement or the Borrower such Confidential Information as we shall consider appropriate if the person to whom the Confidential Information is to be given pursuant to this sub-paragraph (ii) of paragraph (b) of Clause 2 (*Permitted Disclosure*) has delivered a letter to us in equivalent form to this letter;
         3. to whom information is required or requested to be disclosed by any governmental, banking, taxation or other regulatory authority or similar body, the rules of any relevant stock exchange or pursuant to any applicable law or regulation such Confidential Information as we shall consider appropriate; and
         4. notwithstanding paragraphs (a) and (b) above, Confidential Information to such persons to whom, and on the same terms as, a Finance Party is permitted to disclose Confidential Information under the Agreement, as if such permissions were set out in full in this letter and as if references in those permissions to Finance Party were references to us.
  1. Notification of Disclosure

We agree (to the extent permitted by law and regulation) to inform you:

* + - 1. of the circumstances of any disclosure of Confidential Information made pursuant to sub-paragraph (iii) of paragraph (b) of Clause 2 (*Permitted Disclosure*) above except where such disclosure is made to any of the persons referred to in that Clause during the ordinary course of its supervisory or regulatory function; and
      2. upon becoming aware that Confidential Information has been disclosed in breach of this letter.
  1. Return of Copies

If we do not enter into the Acquisition and you so request in writing, we shall return or destroy all Confidential Information supplied by you to us and destroy or permanently erase (to the extent technically practicable) all copies of Confidential Information made by us and use our reasonable endeavours to ensure that anyone to whom we have supplied any Confidential Information destroys or permanently erases (to the extent technically practicable) such Confidential Information and any copies made by them, in each case save to the extent that we or the recipients are required to retain any such Confidential Information by any applicable law, rule or regulation or by any competent judicial, governmental, supervisory or regulatory body or in accordance with internal policy, or where the Confidential Information has been disclosed under sub-paragraph (ii) of paragraph (b) of Clause 2 (*Permitted Disclosure*) above.

* 1. Continuing Obligations

The obligations in this letter are continuing and, in particular, shall survive and remain binding on us until (a) if we become a party to the Agreement as a lender of record, the date on which we become such a party to the Agreement; (b) if we enter into the Acquisition but it does not result in us becoming a party to the Agreement as a lender of record, the date falling 12 months after the date on which all of our rights and obligations contained in the documentation entered into to implement the Acquisition have terminated; or (c) in any other case the date falling 12 months after the date of our final receipt (in whatever manner) of any Confidential Information.

* 1. No Representation; Consequences of Breach, etc.

We acknowledge and agree that:

* + - 1. neither you, nor the Borrower nor any of your or their respective officers, employees or advisers (each a "**Relevant Person**") (i) make any representation or warranty, express or implied, as to, or assume any responsibility for, the accuracy, reliability or completeness of any of the Confidential Information or any other information supplied by you or the assumptions on which it is based or (ii) shall be under any obligation to update or correct any inaccuracy in the Confidential Information or any other information supplied by you or be otherwise liable to us or any other person in respect of the Confidential Information or any such information; and
      2. you or the Borrower may be irreparably harmed by the breach of the terms of this letter and damages may not be an adequate remedy; each Relevant Person may be granted an injunction or specific performance for any threatened or actual breach of the provisions of this letter by us.
  1. Entire Agreement: No Waiver; Amendments, etc.
     + 1. This letter constitutes the entire agreement between us in relation to our obligations regarding Confidential Information and supersedes any previous agreement, whether express or implied, regarding Confidential Information.
       2. No failure to exercise, nor any delay in exercising, any right or remedy under this letter will operate as a waiver of any such right or remedy or constitute an election to affirm this letter. No election to affirm this letter will be effective unless it is in writing. No single or partial exercise of any right or remedy will prevent any further or other exercise or the exercise of any other right or remedy under this letter.
       3. The terms of this letter and our obligations under this letter may only be amended or modified by written agreement between us.
  2. Inside Information

We acknowledge that some or all of the Confidential Information is or may be price-sensitive information and that the use of such information may be regulated or prohibited by applicable legislation including securities law relating to insider dealing and market abuse and we undertake not to use any Confidential Information for any unlawful purpose.

* 1. Nature of Undertakings

The undertakings given by us under this letter are given to you and are also given for the benefit of the Borrower.

* 1. Third Party Rights
     + 1. Subject to this Clause 10 (*Third Party Rights*) and to Clauses 6 (*No Representation; Consequences of Breach, etc*) and 9 (*Nature of Undertakings*), a person who is not a party to this letter has no right under the Contracts (Rights of Third Parties) Act 1999 (the Third Parties Act) to enforce or to enjoy the benefit of any term of this letter.
       2. The Relevant Persons may enjoy the benefit of the terms of Clauses 6 (*No Representation; Consequences of Breach, etc.*) and 9 (*Nature of Undertakings*) subject to and in accordance with this Clause 10 (*Third Party Rights*) and the provisions of the Third Parties Act.
       3. Notwithstanding any provisions of this letter, the parties to this letter do not require the consent of any Relevant Person to rescind or vary this letter at any time.
  2. Governing Law and Jurisdiction
     + 1. This letter (including the agreement constituted by your acknowledgement of its terms) (the "**Letter**") and any non-contractual obligations arising out of or in connection with it (including any non-contractual obligations arising out of the negotiation of the transaction contemplated by this Letter) are governed by English law.
       2. The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Letter (including a dispute relating to any non-contractual obligation arising out of or in connection with either this Letter or the negotiation of the transaction contemplated by this Letter).
  3. [Bail-in

It is agreed that, notwithstanding any other term of any agreement, arrangement or understanding between us, each of us acknowledges and accepts that any liability either of us has to the other under or in connection with this letter may be subject to Bail-In Action by the relevant Resolution Authority and acknowledges and accepts to be bound by the effect of:

* + - 1. any Bail-In Action in relation to any such liability, including (without limitation):
         1. a reduction, in full or in part, in the principal amount, or outstanding amount due (including any accrued but unpaid interest) in respect of any such liability;
         2. a conversion of all, or part of, any such liability into shares or other instruments of ownership that may be issued to, or conferred on, it; and
         3. a cancellation of any such liability; and
      2. a variation of any term of this letter to the extent necessary to give effect to any Bail-In Action in relation to any such liability.][[1]](#footnote-1)
  1. Definitions

In this letter (including the acknowledgement set out below) terms defined in the Agreement shall, unless the context otherwise requires, have the same meaning and:

1. "**Article** **55 BRRD**" means Article 55 of Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms (as amended or re-enacted).
2. "**Bail-In Action**" means the exercise of any Write-down and Conversion Powers.
3. "**Bail-In Legislation**" means:
   1. in relation to an EEA Member Country which has implemented, or which at any time implements, Article 55 BRRD, the relevant implementing law or regulation as described in the EU Bail-In Legislation Schedule from time to time; and
   2. in relation to any state other than such an EEA Member Country and the United Kingdom, any analogous law or regulation from time to time which requires contractual recognition of any Write-down and Conversion Powers contained in that law or regulation.
4. "**Confidential Information**" means all information relating to the Borrower, the Finance Documents, the Facility and/or the Acquisition which is provided to us in relation to the Finance Documents or the Facility by you or any of your affiliates or advisers, in whatever form, and includes information given orally and any document, electronic file or any other way of representing or recording information which contains or is derived or copied from such information but excludes information that:
   1. is or becomes public information other than as a direct or indirect result of any breach by us of this letter; or
   2. is identified in writing at the time of delivery as non-confidential by you or your advisers; or
   3. is known by us before the date the information is disclosed to us by you or any of your affiliates or advisers or is lawfully obtained by us after that date, from a source which is, as far as we are aware, unconnected with the Borrower and which, in either case, as far as we are aware, has not been obtained in breach of, and is not otherwise subject to, any obligation of confidentiality.
5. "**EEA Member Country**" means any member state of the European Union, Iceland, Liechtenstein and Norway.
6. "**EU Bail-In Legislation Schedule**" means the document described as such and published by the Loan Market Association (or any successor person) from time to time.
7. "**Permitted Purpose**" means considering and evaluating whether to enter into the Acquisition.
8. "**Resolution Authority**" means any body which has authority to exercise any Write-down and Conversion Powers.
9. "**Write-down and Conversion Powers**" means:
   1. in relation to any Bail-In Legislation described in the EU Bail-In Legislation Schedule from time to time, the powers described as such in relation to that Bail-In Legislation in the EU Bail-In Legislation Schedule;
   2. in relation to any other applicable Bail-In Legislation:
      1. any powers under that Bail-In Legislation to cancel, transfer or dilute shares issued by a person that is a bank or investment firm or other financial institution or affiliate of a bank, investment firm or other financial institution, to cancel, reduce, modify or change the form of a liability of such a person or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers; and
      2. any similar or analogous powers under that Bail-In Legislation.
10. Any reference to a "**regulation**" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation.

Please acknowledge your agreement to the above by signing and returning the enclosed copy.

Yours faithfully

…………………………………

For and on behalf of

**[Potential Purchaser**]

To: [Potential Purchaser]

We acknowledge and agree to the above:

…………………………………

For and on behalf of

**[Seller]**

1. Timetables

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Delivery of a duly completed Utilisation Request (Clause 5.1 (*Delivery of the Utilisation Request*)) |  | U-10 at 11:00 a.m. |  |  |  |  |
| Agent notifies the Lenders of the Loan in accordance with Clause 5.4 (*Lenders' participation*) |  | U-3 at 12:00 p.m. |  |  |  |  |
| Agent notifies the Lenders and the Borrower of the rate of interest in accordance with Clause 8.4 (*Notification of rates of interest*) |  | U-1 |  |  |  |  |
| Agent notifies the Lenders of the amount of accrued interest in accordance with Clause 8.2 (*Payment of Interest*) |  | U-1 |  |  |  |  |
|  |  |  |  |  |  |  |
| EURIBOR is fixed |  | Quotation Day 11:00 a.m. (Brussels time) in respect of EURIBOR |  |  |  |  |

|  |  |  |
| --- | --- | --- |
| "U" | = | date of utilisation |
| "U – X" | = | X Business Days prior to date of utilisation |

1. Form of Statement

From: The Republic of Serbia, acting through the Ministry of Finance and Budget

To: Deutsche Bank Ag, London Branch (acting in its capacity as “Agent”)

Dated:

The Republic of Serbia, acting through the Ministry of Finance – Facility Agreement dated [ ] (the "Agreement")

Dear Sir/Madam,

We refer to the Agreement.

This is a statement in respect of the allocation of the proceeds of the Facility drawn down under the Facility Agreement.

As at the date of this statement, the proceeds of the Facility drawn down have been allocated and used by the Borrower as follows:

a) [x ] % to cover current public expenditures (personal expenditures, employees’ wages, operating costs);

b) [x ] % to cover public debt and interest repayment;

c) [x ] % to cover intervention costs (e.g. economic aid); and

d) [ x] % to cover investment costs in the following sectors [●].

Yours faithfully,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorised Signatory for

The Republic Of Serbia, acting through the Ministry of Finance and Budget

Execution Page

|  |  |
| --- | --- |
| **THE BORROWER**  **THE REPUBLIC OF SERBIA, REPRESENTED BY THE GOVERNMENT OF THE REPUBLIC OF SERBIA ACTING THROUGH THE MINISTRY OF FINANCE** | |
| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name: Siniša Mali  Title: First Deputy Prime Minister and  Minister of Finance |  |
|  |  |
| **THE MANDATED LEAD ARRANGERS**  **DEUTSCHE BANK S.P.A.** | |
| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name: Jihanne Flegeau-Kihal  Title: Attorney-in-Fact / Mandataire |  |
| **SOCIÉTÉ GÉNÉRALE** |  |
| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name: Alexia De Montessus  Title: Attorney-in-Fact |  |
|  |  |
| **THE ORIGINAL LENDERS**  **DEUTSCHE BANK S.P.A.** | |
| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name: Jihanne Flegeau-Kihal  Title: Attorney-in-Fact / Mandataire |  |
| **SOCIÉTÉ GÉNÉRALE** |  |
| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name: Alexia De Montessus  Title: Attorney-in-Fact |  |
|  |  |
| **THE DOCUMENTATION BANK**  **SOCIÉTÉ GÉNÉRALE** |  |
| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name: Alexia De Montessus  Title: Attorney-in-Fact |  |
|  |  |
| **THE AGENT**  **DEUTSCHE BANK AG, LONDON BRANCH** |  |
| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name: Aimée Fulling / David Contino  Title: Vice President / Director |  |
|  |  |
| **THE SACE AGENT**  **DEUTSCHE BANK S.P.A.** | |
| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name: Jihanne Flegeau-Kihal  Title: Attorney-in-Fact / Mandataire |  |

1. To be included if required by the potential purchaser. [↑](#footnote-ref-1)